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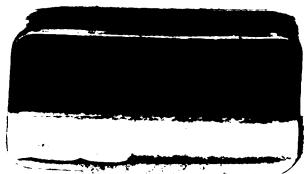
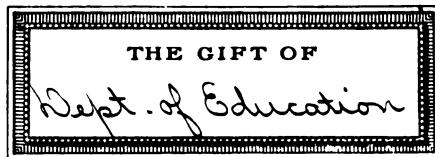
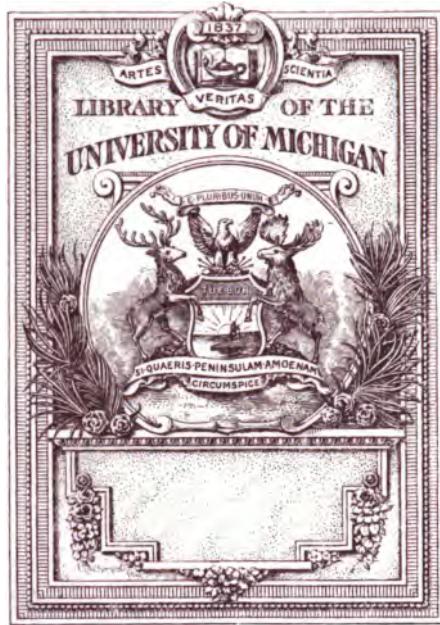
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# FIFTH BIENNIAL REPORT

OF THE

# Indiana Labor Commission

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**1905-1906**

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**L. P. McCORMACK  
CHARLES F. WOERNER**

*Commissioners*

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INDIANAPOLIS:  
WM. B. BURFORD, CONTRACTOR FOR STATE PRINTING AND BINDING  
1906

THE STATE OF INDIANA,  
EXECUTIVE DEPARTMENT,  
November 1, 1906. }

Received by the Governor, examined and referred to the Auditor of State  
or verification of the financial statement.

OFFICE OF AUDITOR OF STATE,  
INDIANAPOLIS, November 17, 1906. }

The within report, so far as the same relates to moneys drawn from the State  
Treasury, has been examined and found correct.

WARREN BIGLER,  
*Auditor of State.*

NOVEMBER 18, 1906.

Returned by the Auditor of State, with above certificate, and transmitted to  
Secretary of State for publication, upon the order of the Board of Commissioners  
of Public Printing and Binding.

FRED L. GEMMER,  
*Secretary to the Governor.*

Filed in the office of the Secretary of State of the State of Indiana, November  
18, 1906.

FRED A. SIMS,  
*Secretary of State.*

Received the within report and delivered to the printer November 20, 1906.

HARRY SLOUGH,  
*Clerk Printing Bureau.*

THE FIFTH BIENNIAL REPORT  
OF THE  
Indiana Labor Commission  
FOR THE  
YEARS 1905-1906.

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TO THE HONORABLE J. FRANK HANLY, *Governor of the State of Indiana:*

Dear Sir—Herewith is submitted the official report of the Indiana Labor Commission for the fifth biennial period, including the years 1905-1906.

It is not meant to be a complete recital of all the labor troubles occurring during the years named. This would be impossible while the Labor Commission is composed of but two persons. It often happens that two or more strikes are in progress simultaneously; and remotely in point of location. Under such circumstances, if possible, each takes up a separate proposition, where it is thought adjustment can be made in this manner. This method has been exceptional, however, as better results are secured through joint effort.

Again strikes occur in remote parts of the State of which the Labor Commission has no knowledge until settlements have been made. Of these no official record has been kept.

Incipient conflicts, whether strikes or lockouts, are not recounted. They are of brief duration, lasting but a day or two, and ordinarily involve but few workmen. If either a lockout or strike, as a rule they proceed from some misconception of fact, or from a mistaken idea of duty, which leads to hasty action, and are based on some trivial matter. They often cause pecuniary loss on both sides, but are easily reconciled. They belong to that class of labor troubles where the "least said the quicker mended."

Occasionally the Commission has settled disputes where the attendant circumstances, for purely business reasons, have justified silence concerning the parties concerned, the question at issue and the terms of agreement. They usually involve matters of such a nature as would unduly expose private affairs, and possibly entail money losses or a curtailment of business opportunities. This is more especially true with respect to those employers who reach out after long-time contracts, for the reason that the stability of a working force becomes a determining factor in securing business involving long time in execution.

Section 16 of the law creating and governing the Labor Commission anticipates and provides for this class of contingencies wherein it declares: "Any employer shall be entitled \* \* \* to submit in writing to the Commission a statement of any facts material to the inquiry, the publication of which would be likely to be injurious to his business, and the facts so stated shall be taken and held as confidential, and shall not be disclosed in the report or otherwise."

The favorable condition now existing is due to conciliation as distinguished from arbitrary methods. The continued increase in this manner of adjustments has correspondingly reduced the number of strikes. If this was the sole benefit, its steady increasing employment would be ample compensation. Conferences between employers and employes upon business propositions of mutual concern are both educational and mollifying. Ample proof justifies the opinion that the clearer and more comprehensive the knowledge of workmen concerning business affairs, and especially as such knowledge relates to costs of raw materials, rates of wages paid by competitors, discriminating freight rates, general market conditions, prices of finished products and all other competitive conditions, the more considerate and conservative their demands in matter of wages and other working conditions. These subjects, and kindred economic questions, are deemed of such importance by workmen in many lines of industry, especially among the organized, that at each session of their organizations a time is set apart for their discussion. Such knowledge, when adjustment of wage scales are under consideration, contributes much to satisfactory settlements.

Arbitration is not less popular than formerly. Efforts have

been made to taboo it, but with the result of increasing its employment. In those industries where organization is strongest on both sides arbitration and annual contracts go hand in hand in securing and perpetuating peaceful relations to a degree never before known. In method and results it appears to fair-minded persons a speedy and rational way of meeting and adjusting disputed questions. The number of settlements by arbitration and conciliation during the past two years will exceed the number of strikes by a ratio of 20 to 1.

A gratifying phase of the industrial situation in Indiana is the infrequency with which demands for wage reductions have been a controlling motive in disputes. Where demands for reductions have been a chief incentive it has been found to be almost entirely among the unorganized and the unskilled workmen. In view of the fact that in towns and cities (especially where different craftsmen are found in considerable numbers) skilled workmen are organized, the terms "unorganized" and "unskilled" are practically synonymous ones. With the skilled workmen, annual contracts as to wages and working conditions are the almost invariable substitute for the strike and lockout. But with the unorganized and unskilled the condition is different. Without the protection which organization gives resort must be had to individual bargaining or force, either in the attainment of advanced wages or resistance against reductions. But it can be safely estimated that of the two classes, those who secure favorable wage conditions through private bargaining, as compared with the underpaid, the ratio stands at about 1 to 100. Hence it can be readily seen why the strike is resorted to. There is abundant evidence to prove that where employers and employes meet on anything like equal terms settlements are speedily made.

The clamor for the "open shop" has not figured largely in labor disputes during the past two years; occasionally, however, it has been found one of the factors entering into settlements. To what extent the idea has taken hold of employers can not be safely approximated from the viewpoint of this Commission, nor does the question concern it, except only in so far as it becomes a controversial matter requiring official interposition.

The claim is made by the advocates of the "open shop" that the movement for it is purely to establish equal opportunity for

workmen, or a "square deal" for all, whether organized or unorganized. The opponents, on the other hand, claim that it is intended by making the "open shop" universal to defeat labor's efforts at collective bargaining, substitute therefor individual contracts, pit needy men against each other in their efforts to secure employment, and hire those who will work cheapest. It is also claimed that very many of the so-called "open shops" are to all essential purposes "closed shops" against organized workmen, which fact, union men assert, invests the profession of a desire for "an equal chance for all" with a hazy shadow of doubt and insincerity. In some instances, where employers have been insistent on the "open shop," such agreements have been secured, where union men have been interested, they claiming this condition offered them opportunity for recruiting their ranks by the accession of desirable workmen. There are organized trades that do not object to the "open shop."

It is apparent, however, that most organized workmen will accede to almost any other proposition rather than consent to work with those whom they claim aid employers in fighting their unions. This objection does not seem to lie so much against unorganized workmen as individuals, but because of the many evils which they claim the "open shop" system makes possible. The idea is in separably associated in their minds with that of cheap labor and long hours, and the opinion is strongly confirmed, they say, by the fact that in most instances where the "open shop" proposition has dominated reductions of wages have followed.

Following are the expenditures of the Labor Commission for the two fiscal years ending October 1, 1905, and October 31, 1906:

**SUMMARY OF EXPENDITURES FOR 1905.-**

Commissioners' salaries.....	\$3,600 00
Secretary's salary.....	600 00
Railroad fares.....	53 30
Hotel bills.....	51 50
Bus hire.....	1 50
Indianapolis Telephone Company.....	40 00
American Toilet Supply Company.....	6 00
Office furniture.....	212 50
Printing reports.....	193 52
 Total expenditures.....	\$4,758 32
Balance turned into State Treasury.....	241 68

## SUMMARY OF EXPENDITURES FOR 1906.

Commissioners' salaries.....	\$3,820 00
Secretary's salary.....	600 00
Railroad fares.....	61 90
Hotel bills.....	75 63
'Bus hire.....	5 00
Indianapolis Telephone Company.....	45 34
American Toilet Supply Company.....	6 50
Office furniture.....	17 00
Postage .....	35 00
City directory.....	5 00
Telegrams and Long Distance Phones.....	4 70
Typewriting .....	2 00
United States Press Association.....	15 00
 Total expenditures.....	\$4,693 07
Balance turned into State Treasury.....	306 93

Most respectfully submitted,

L. P. McCORMACK,

CHARLES F. WOERNER,

Labor Commissioners of Indiana.

(Seal)

## DETAILED STATEMENT OF INVESTIGATIONS AND SETTLEMENTS.

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### PATTERNMAKERS, INDIANAPOLIS.

On Saturday, January 14, 1905, the patternmakers employed at the Brown-Ketcham Iron Works, Haughville, were locked out.

The workmen involved were members of a local association of patternmakers, holding a charter under a national association, with headquarters in New York City.

When the crisis came the Labor Commission was requested to negotiate for an amicable settlement, and asked for a conference between the company and a committee representing the men. This was declined by the former, but an investigation revealed the following facts:

Previous to the lockout Mr. E. F. Brown, superintendent of the Brown-Ketcham factory, had in his private employ two or three carpenters engaged in construction work. During the time of such employment one of the workmen sustained painful injuries, which, it was claimed, practically incapacitated him for efficient work at his trade as a builder. At the conclusion of their services at construction work the men were assigned work in the pattern shop at the factory. They had no practical knowledge of pattern making, which is regarded as a trade distinct from carpentry; but the reason given for such assignment was that it was done to placate the crippled carpenter, who had hinted at bringing suit for damages because of injuries sustained.

To this arrangement the patternmakers objected, claiming, first, that the carpenters were not pattern makers, and that the laws of their national organization forbade them to work with others than their own craftsmen; and, secondly, that the carpenters were nonunion men, which was a further inhibition against working with them. When the patternmakers filed their protest the superintendent, Mr. Brown, ordered them to pack their tools and leave the building, which they did.

It was conceded by the company that the services rendered by the men were adequate in amount and quality; and that the re-

lationship that had previously existed between the company and the men had been in all respects agreeable; but the company insisted that the complaints of the men were not tenable nor the demands just.

The patternmakers did not question the right of the carpenters to work at patternmaking; nor the right of the company to employ them; but for the foregoing reasons they insisted that the carpenters should be assigned work in a room or department separate from their own.

#### CLERKS, LINTON.

On Monday, January 16, 1905, one hundred and thirteen clerks of Linton, Greene county, temporarily suspended work—the contention assuming the duel character of a strike and lockout.

The clerks involved in this controversy were all members of Local No. 457, holding a charter under Retail Clerks' International Protective Association, with headquarters at Syracuse, New York.

The merchants involved were members of a local business men's association, which included practically all the mercantile establishments in Linton, as follows:

J. W. Wolford & Sons,	Linton Supply Co.,
J. B. Sherwood,	H. M. Sherwood & Son,
Humphreys, Schloot & Co.,	Linton Hardware Co.,
Hunt & Son,	John Mason,
Dixon & Strong,	J. F. Summers,
James & Aikin,	Baughman Bros.,
C. L. Pierson,	C. A. Price,
J. L. Lewis,	J. T. Reintjes,
C. L. Littell,	J. M. Mahan,
Holscher & Harris,	D. R. Scott & Co.,
Robertson Bros.,	W. P. Easton & Co.,
Enoch Murphy,	J. Cohen,
E. S. Benjamin,	Benjamin Bach,
Yoemans & Son,	Jacob Brener,
J. E. Wesin,	Davis & Ferguson,
Jno. S. Page,	James Dunn,
Mrs. J. F. Johnson,	John Pennington,
Jacob Hyman,	L. Freidman.

This contest grew out of a demand for a shorter work day. During the four years the Linton Clerks' Union has been organized it has operated under written annual agreements with the Merchants' Association. Wage scales have not been included in

these agreements; but hours and other working conditions have been regulated. Following the precedent of former years, during the early part of January, 1904, an agreement was made between the Linton Merchants' Association and the Retail Clerks' organization, of which the following is a verbatim copy:

This Agreement made this day by and between the Retail Clerks' International Protective Association Local No. 457 and the members of the Retail Merchants' Association of Linton, Indiana.

1. That the closing hours for the year 1904 shall be as follows: 7 o'clock p. m. except Saturday and pay nights, which shall be 8 o'clock, except hardware merchants, who shall have closing hours that shall be agreed upon by the Merchants' Retail Association.

2. It is hereby further agreed by the retail Merchants' Association that their respective places of business shall be closed to all customers or prospective customers, and to remain closed after the hours above mentioned, except in case of emergency, such as sickness, death or severe accident. (The above clause is understood to mean that the doors will not be opened after closing hours to admit customers or prospective customers, and not intended to mean that customers in the store at the closing will not be waited upon, but all customers in the different stores at the closing hour the members of the Clerks' Union agree to remain and wait upon.)

3. It is further agreed, that all members of the R. C. I. P. A. shall have Sundays, Thanksgiving and Christmas as full holidays, Decoration Day as half holiday, but on Fourth of July the clerks are to be relieved at 11 o'clock a. m. In regard to Labor Day the R. C. I. P. A. and Merchants' Association agree that the matter of closing shall be left open until the first Monday in August, at which time the committee will meet and settle the matter.

4. It is further agreed, that where stores have a delivery wagon and deliver goods, that no order will be taken after 4 o'clock during the winter months and 5 o'clock during the summer months, and all orders taken after the above hours will be taken for delivery the next morning. Summer months are understood to mean from April 1st until October 1st.

5. It is further agreed that after a new clerk is employed one week, the merchant agrees to tell the Clerks' Union and request him to make application at next meeting of same.

6. It is further agreed that our next meeting for making a settlement for 1905 shall be between the 10th and 20th of November, 1904.

7. The closing hours for meat shops shall be the same as those of other lines of business, except that on Saturday morning during the time between April 1st and October 1st, they shall be open until 7:30 o'clock a. m., the same rule to apply to holidays on which stores are closed for all day.

This December 12th, 1903.

ED WOLFORD,

PETER SCHLOOT,

C. T. SHERWOOD,

For Merchants' Association.

R. A. SCOTT,

HOMER HART,

D. W. SHOOK,

For R. C. I. P. A.

The merchants said the foregoing agreement was not observed in its entirety, because it provided in Section 6 that negotiations for the year 1905 should be taken up between the 10th and 20th of November, 1904. They claimed they did not receive notification of a desire to make changes for the year 1905, and hence were led to believe that the 1904 agreement would run unaltered during the succeeding year.

The clerks, however, contended that this was a mistake; that notice had been given as required by Section 6, that a change in the hours of work would be asked for. It is strongly probable, considering all the facts, that while the manner of notification may not have been in such form as to impress its recipients with the idea of its official character, it was so intended, and therefore both sides should be given credit with having acted in absolute good faith.

Under all of the agreements the stores had been closed at 7 p. m. save on Saturdays and on pay days, on which days 8 o'clock was the closing hour. The clerks, however, were each given an hour for supper, and took their evening meals in relays from 4:30 to 5:30 p. m., returning and remaining at their respective places of business until 7 p. m. It was maintained by the clerks that the busiest time of the day was from 4 to 6 p. m., and that under the 1904 agreement half of the clerks were absent at the time their services were most needed. The proposition of the clerks, therefore, was not to reduce the hours of labor actually performed, but to work continuously until 6 p. m., and at that hour discontinue for the remainder of the day. This arrangement would close practically all the stores in Linton at 6 o'clock. The merchants contended that would not only injure their business, but would also greatly inconvenience a large majority of their patrons.

Linton is surrounded by coal mines. Many of these mines are owned by local capitalists, who also operate company stores. These stores supply the miners with food and clothing, powder, oil, squibs and other articles essential to successful coal mining. Hundreds of these miners live close to the mines at which they are employed, many of which are remotely located from Linton. The merchants claimed that the miners quit work at 3:30 p. m. and half an hour is required to get out of the mine. Another hour

is consumed in preparing for and eating supper. If the 6 o'clock closing proposition should prevail these workmen would, therefore, have but one hour, from 5 to 6 o'clock, in which to reach the stores (often miles away), do their trading and return home. These conditions, the merchants claimed, would injure their business by compelling many of their customers and employes to trade at country stores less remotely situated.

About the first of January, 1905, the clerks filed with the Merchants' Association a petition asking for such changes in the 1904 agreement as would give them a 6 o'clock quitting hour. The merchants replied by submitting the following, which was signed by the entire membership of the Merchants' Association:

We, the undersigned merchants of Linton, Indiana, realizing that it is to our mutual interests to have a general agreement with our employes, submit the following:

1. That the opening hours shall be as follows: All stores, except grocery and meat stores or stores handling groceries or meats, shall be opened at 7 o'clock a. m.

2. Grocery stores, or grocery departments of general stores, at 6 o'clock a. m.

3. Meat stores, or meat departments of general stores, at 5:30 o'clock a. m. between the months commencing October 1st and ending March 31st; and at 4:30 o'clock a. m. during the months commencing April 1st and ending September 30th.

4. The closing hour for all stores shall be 7 o'clock p. m., except on Saturdays and pay days, when the closing hour shall be 8 o'clock p. m.

5. It is further agreed, That the first five or six days before Christmas the closing hour shall be 8 o'clock p. m., and on the fifth day (or the day before Christmas) 10 o'clock p. m.

6. It is further agreed, That the meat stores, or meat departments of general stores, shall be open on Sundays, during the months commencing April 1st and ending September 30th, from 6 o'clock a. m. until 7:30 o'clock a. m.

7. It is further agreed, That where stores have delivery wagons and deliver goods, that no order will be taken after 4:30 o'clock p. m. for delivery on day order is taken.

8. It is further agreed, That all stores shall close at 12 o'clock, noon, on Christmas, New Year's Day, Decoration Day and the Fourth of July. On Labor Day and Thanksgiving Day the stores are to remain closed all day.

9. This agreement is to go into effect on the first day of January, 1905, and to continue in effect until changed by a two-thirds majority vote of the signers.

In the meantime the controversy was placed by the clerks into the hands of the Linton Central Labor Union, through whose offi-

cers and committees subsequent negotiations were largely conducted. The central body fixed upon January 16 as the day when a final determination of the whole matter should be made, and the following circular was issued:

Linton, Indiana, January 14, 1905.

**To Our Fellow Clerks:**

You are hereby notified by the authority of the Central Labor Union that on Monday night, January 16th, 1905, at 6 o'clock p. m. sharp, to quit work and report immediately to the hall of R. C. I. P. A., to register and to receive further instructions.

This order is imperative and must be complied with.

L. B. CLORE,  
WM. KLUSMEIER,  
VERNA JACKSON,  
CLARA M. G. BURNS,  
WM. E. BRANDON,  
Clerks' Committee.

On Sunday, January 15, 1905, the merchants, through their committee, presented to the committee representing the Central Labor Union the following:

Linton, Indiana, January 15, 1905.

**Eli Mott, President Central Labor Union:**

Dear Sir—We, the committee representing the merchants of the city of Linton, make you the following proposition regarding the closing hour of our stores and the clerks: That we leave the question in dispute to arbitration, and that Jacob Kolsom, president of the Indiana Coal Operators' Association, and John Mitchell, president of U. M. W. of A. and vice-president of Federation of Labor, be the arbitrators to decide after the question is submitted to them, and all clerks continue at work on same conditions as have been until question is decided by them.

Please give us your reply by 10 o'clock a. m. Monday, January, 16th.

C. T. SHERWOOD,  
PETER SCHLOOT,  
E. L. WOLFORD,  
Committee.

To this proposition the committee of the Central Labor Union submitted the following answer:

Linton, Indiana, January 16, 1905.

**Mr. E. L. Wolford, Chairman of Merchants' Association Committee:**

Dear Sir—We, as representatives of the C. L. U. and the R. C. I. P. A., accept your proposition to arbitrate the differences existing between the Merchants' Association and the retail clerks.

In accepting your proposition to arbitrate, we wish to submit to this

board of arbitration the articles of agreement submitted to us by the retail clerks.

We are satisfied with the arbitrators suggested by you, providing John Mitchell can be procured at once or that a settlement may be reached within ten days, otherwise we reserve the right to select another arbitrator.

(Signed)

ELI MOTT,  
HAM BRAWAND,  
J. M. ROGERS,  
THEO. FIELDS,  
I. C. WOMELDORF.

To this the merchants' committee submitted the following:

Linton, Indiana, January 16, 1905.

Eli Mott, President Central Labor Union:

Dear Sir—Referring to your answer to our proposition to submit the difference between our clerks to board of arbitration composed of Jacob Kolsom and John Mitchell. We cannot accept the part in which you state that it must be arbitrated by them in ten days, or select some other party. We are willing to leave the Messrs. Kolsom and Mitchell to settle and to select their own time, which shall be as early date as possible.

Respectfully submitted,

E. L. WOLFORD,  
C. T. SHERWOOD.  
Committee.

The foregoing proposition was objectionable to the clerks for two reasons: First, because the former sought to select both arbitrators, while, according to all usages, they were entitled to only one choice; second, the proposition fixed no date at which the arbitration should take place. The point was made that two years previously, in another Linton industry, workmen agreed to submit a controversy to arbitration, and for lack of fixing a date the employers involved never complied with the agreement. It is absolutely certain in this instance that the merchants were acting in good faith.

On Monday evening, January 16, promptly at 6 o'clock, in obedience to notification, the entire clerical force of all the mercantile establishments of Linton, belonging to the Merchants' Association, quit work. This movement on the part of the clerks resulted in closing up all of the larger establishments, but some of the smaller stores, whose business could be handled by the proprietors, remained open for business—which plan seems to have been agreed upon by the Merchants' Association. The merchants

contended that the clerks had struck, while the latter claimed they had not struck, for the reason that they had intended to return to work on the following morning, and work under the ten-hour rule. They claimed they were discharged, and that those who carried keys were required to surrender them. The merchants contended that the clerks had discontinued service in violation of the 1904 agreement, and in order to avoid future contingencies their pay was tendered them. In some instances was accepted, and in others rejected.

On Tuesday evening, January 24, at the invitation of the Labor Commission, a conference was held at the New Linton Hotel, at which committees representing the clerks, the Linton Central Labor Union, the Merchants' Association, M. J. Conway, of the Retail Clerks' International Protective Association and the Indiana Labor Commission participated. The whole situation was canvassed from start to finish in a candid and conciliatory manner. During this conference some surprises were developed. First of all, the clerks claimed they did not demand a 6 o'clock "closing" hour for the stores, but a 6 o'clock "quitting" hour for themselves; the distinction being that after that hour if the employers desire to continue open stores, and do their own work, they shall enjoy that privilege without question. Another fact developed was that the whole controversy had changed from the original demand for "cutting out" the supper hour and "quitting" at 6 o'clock to a time and method of arbitration, and, partially, to the personnel of the arbitrators. The fact developed that Mr. John Mitchell had been communicated with, and had said he could not take up the matter of arbitration under three weeks, if then.

On behalf of the clerks Mr. Conway withdrew their proposed agreement to arbitrate, and, as a substitute, offered the following:

This agreement, entered into this day by and between the Retail Clerks' International Protective Association through its agent, Local No. 457, of Linton, Indiana, parties of the first part, and the Retail Merchants' Association as parties of the second part, whose places of business are located at Linton, Indiana,

**WITNESSETH:**

Article 1. The parties of the first part agree to devote their best endeavors and give to the parties of the second part their best services, providing the following articles are lived up to by both parties to this agreement:

## LADY CLERKS.

Art. 2. All lady clerks shall work fifty-five hours each week. These hours shall be worked so that not over nine hours shall be worked on the first five days of the week, namely: Mondays, Tuesdays, Wednesdays, Thursdays and Fridays, and not over ten hours shall be worked on Saturdays. These hours shall be worked on the first five days of the week (as named above), between the hours of 8 a. m. and 6 p. m., and on Saturdays between the hours of 8 a. m. and 8 p. m.

## MALE CLERKS.

Art. 3. Sixty-one hours shall constitute one week's work for male clerks, except meat cutters. These hours shall be divided so that not over ten hours shall be worked on the first five days of the week, namely: Mondays, Tuesdays, Wednesdays, Thursdays and Fridays, and eleven hours shall be worked on Saturdays. These hours shall be worked on the first five days of the week, between the hours of 7 a. m. and 6 p. m., and the eleven hours shall be worked on Saturdays between the hours of 7 a. m. and 8 p. m.

## MEAT CUTTERS.

Art. 4. Seventy hours shall constitute one week's work for meat cutters during six months of the year (as agreed upon). Eleven hours shall be worked the first five days of the week, namely: Mondays, Tuesdays, Wednesdays, Thursdays and Fridays, and twelve and one-half hours shall be worked on Saturdays. These hours shall be worked on the first five days between the hours of 4:30 a. m. and 6 p. m. and the twelve and one-half hours shall be worked on Saturdays between the hours of 4:30 a. m. and 8 p. m., and that sixty-one hours shall constitute one week's work during the six months of the year (as agreed upon). These hours shall be divided so that not over ten hours shall be worked the first five days of the week, namely: Mondays, Tuesdays, Wednesdays, Thursdays and Fridays, and eleven hours shall be worked on Saturdays. These hours shall be worked on the first five days between the hours of 7 a. m. and 6 p. m., and the eleven hours shall be worked between the hours of 7 a. m. and 8 p. m. on Saturdays.

Art. 5. The parties of the first part agree that upon the days named below the same hours shall be worked as on Saturdays: Two pay days each month, days which precede a legal holiday (on which the stores agree to close all day) and one week preceding Christmas Day the hours shall be worked same as articles above.

Art. 6. Parties of the second part agree that no orders for delivery will be received after 4 p. m. to be delivered on the same day, on the first five days in the week and not after 5 o'clock p. m. Saturdays.

Art. 7. The parties of the second part agree to close their respective places of business all day on the following legal holidays: July 4, Labor Day and Christmas, and one-half day on the following legal holidays: New Year's Day, Decoration Day and Thanksgiving Day; stores to close at 12 o'clock noon, sharp. There shall be no dockage of wages on days or parts of days that the stores close.

Art. 8. This agreement shall not in any way conflict with the present scale of wages as paid, and no deduction of wages shall follow the adoption of this agreement.

Art. 9. The parties of the first part agree to furnish the parties of the second part (without cost) the store card, or cards, of the R. C. I. P. A., provided that all clerks in their employ, or after one week's service, shall become members of the Retail Clerks' International Protective Association through its Local in the city of Linton, Indiana. These cards to remain the property of the Retail Clerks' International Protective Association, and will be removed upon the violation of this agreement.

Art. 10. All complaints and grievances shall go to arbitration, the party of the first part to select one and the party of the second part to select one. Should they be unable to agree they shall appoint an umpire whose decision shall be binding on both parties. Under no circumstances shall a strike or lockout occur during arbitration.

Art. 11. This agreement shall go into effect (at time of ratification of both parties) and hold good for one year from that date. Either party to this agreement may, thirty days prior to the expiration of this agreement, serve notice in writing that a new agreement will be presented at least fifteen days prior to the expiration of this agreement. Should neither party do so, this agreement shall remain in effect for another year.

The committee representing the employers rejected this proposition, and reaffirmed their original declaration that not until the clerks returned to work and normal conditions prevailed would they entertain any proposition of settlement. It was further declared by the merchants' committee that if the clerks would return to work on the following morning five minutes thereafter arbitration proceedings should be begun. This proposition was unwisely rejected by the clerks, and the conference, after a two hours' session, entirely cordial in character, adjourned.

The Labor Commission continued negotiations from day to day with both sides in the hope of securing arbitration, until the receipt of the following communication:

Linton, Indiana, Tuesday, January 24, 1905.

Mr. L. P. McCormack, State Labor Commissioner:

Dear Sir—We, members of the Merchants' Association, through our committee, hereby notify you that, as our clerks have been on a strike for the last eight days, during which time we have repeatedly offered arbitration, and have stood ready up to the present time to arbitrate, providing our clerks returned to work: And as this proposition has been repeatedly refused by the clerks' organization, represented through their committee and international vice-president: Therefore, we hereby withdraw all propositions to arbitrate—this to go into effect at once.

J. B. SHERWOOD,  
C. T. SHERWOOD,  
E. WOLFORD,  
W. P. HOPKINS,  
PETER SCHLOOT.

This conclusion of the merchants was disconcerting in the extreme to the Labor Commission, because the only supervening obstacle to a satisfactory adjustment was the time during which arbitration should take place. An earnest plea to reconsider this determination was unavailing, however, the merchants claiming that they were justified because their proposal to begin arbitration within five minutes after a resumption of business had been rejected.

On the same date as below indicated the merchants' committee submitted through the Labor Commission to the clerks the following proposition:

Linton, Indiana, Tuesday, January 24, 1905.

**Mr. L. P. McCormack, State Labor Commissioner:**

Dear Sir—In view of the fact that the public has been suffering a great inconvenience through the strike of the clerks' union, and that we, for the last eight days, have offered to and have stood ready to arbitrate the situation as soon as our clerks returned to work, which custom is an established precedent in all trade unionism in this district, and have been compelled to withdraw our proposition of arbitration; and in view of the further fact that innocent parties are being injured, now for the benefit of the public and clerks we are willing to practice trades union principles we offer them their old positions at the same salaries and same conditions as were in effect prior to January 1.

This offer is to remain open until Thursday, January 26, at 8 a. m., when it will be withdrawn, and we shall be compelled to make other arrangements to supply the public.

C. T. SHERWOOD,  
J. B. SHERWOOD,  
E. WOLFORD,  
W. P. HOPKINS,  
PETER SCHILOOT.  
Committee.

The withdrawal of the proposition to arbitrate, however, did not imply a refusal to meet representatives of the clerks in conference; for almost daily meetings were held and the matters in controversy were gone over, but apparently without helpful results.

From the first the merchants insisted that they were not arrayed against organized labor, but instead insisted on the "collective bargaining" method of negotiations through duly accredited committees representing the merchants' and clerks' organizations. In this respect their acts certainly justified their professions. Bearing upon this point the merchants charged that while they

had been uniform and punctilious in their method of "collective bargaining" the clerks had wavered. They were accused of having sought to ignore the latter organization by secretly approaching certain of its members and soliciting signatures to a written agreement, with the alleged purpose of breaking the ranks of the Merchants' Association. While, under the circumstances, the method was one of questionable propriety, the uniform fairness of the committee entitles their disclaimer of a sinister purpose to favorable consideration.

This alleged infraction of the cherished method of "collective bargaining" produced the first and only ascert manifestaion during the entire controversy, which found expression in the following letter, sent to the different members of the clerks' union:

Linton, Indiana, February 4, 1905.

We take this method of communicating to you, not over the head of your organization, but as an individual member of the organization to be acted on either as an organization or individually. We want you to work for us. We are holding the most of your positions open for you because you have demonstrated that you are capable of filling them.

We made a proposition to your committee to put you all back to work and take up the subject where we left off. It was turned down. On Wednesday, February the first, we made your committee a proposition which was to give you all your old places back, which we could consistent with our business and business affairs. It was turned down.

Your positions must be filled either by you or others in order to protect our investments and supply the public. We will hold these positions open for you until Monday night, February the sixth. Your refusal to apply for them will warrant our employing other help, which we will do as fast as suitable help applies.

This is our last statement and on Monday night the subject closes as far as we are concerned.

Following this another communication looking to the reinstatement of some of the clerks was issued:

To the Committee of Clerks' Union, Linton, Indiana:

The existing conditions have shown that at this, the dullest time of the year, the merchants can conduct their business with less employees than usual. The merchants will be glad to have the clerks apply for their old positions, and where they can reinstate them, consistent with their business, they will be glad to do so. The merchants, through their committee, will meet a committee of clerks who are employed by the merchants at the time of their meeting and will discuss any grievance or subjects of mutual interest. This is on condition that the clerks apply for their old positions.

Signed by Merchants' Committee, Wednesday, February 1.

No action on this proposition was taken by the clerks' union.

Successive conferences were held by the Labor Commission with both sides, and finally Wednesday evening, February 8, a meeting was held at which were present the membership of both the Clerks' Union and the Merchants' Association, together with the grievance committee of the Linton Central Labor Union and the Labor Commission. Mr. J. H. Conway, first vice-president of the Retail Clerks' International Protective Association, offered his original proposition (without reading it), as submitted at the first conference at the New Linton Hotel, and set forth in a preceding page of this report. The complaint had been frequently made by members of the clerks' union that they were being kept in ignorance of what had been done by their committees, and to the progress that had been made looking to a settlement; even cruel charges of attempted peculation, double dealing, efforts to "sell out" the union, and other groundless charges of wrong doing had been bandied about until the entire surroundings had become surcharged with the infection of suspicion and doubt.

In order to reassure the clerks, by showing them that Mr. Conway and the committee had formulated a plausible basis of settlement, and had honestly endeavored to accomplish the task delegated to them, one of the Labor Commissioners urged that, by a motion, the proposition be taken up and discussed. Mr. Conway opposed this method of proceeding, and in his heated remarks claimed that an attempt was being made to "stampede" the clerks and impugning the motive which had for its purpose the vindication of his honesty. Mr. Conway's conduct in this matter added emphasis to the disquieting reports, in the minds of his accusers. After prolonged statements from each side the meeting adjourned.

At this juncture a new situation was confronted which both enlivened the situation and temporarily changed the course of events. On Monday, January 30, the firms of J. W. Wolford & Sons, one of the larger coal operating and mercantile firms in Linton, announced that five of their clerks, oldest in service, had taken stock in their business and had thereby become members of the firm. By this method they had become proprietors, and asked to withdraw from the clerks' union. The union suspected this movement to be a ruse on the part of the firm in order to

increase their clerical force, and refused their request to withdraw, and expulsion followed. An investigation by the Labor Commission showed, however, that fully seven months before the trouble the firm had incorporated, and had reserved \$5,000 of its stock for its clerks longest in service, and these five clerks exhibited their duly attested shares, and were found properly entered on the books of the company.

On Thursday, February 9, both sides agreed to leave the whole matter to arbitration by the Labor Commission, together with Mr. William Blakely, a resident coal miner of most excellent character and standing in the community. On the evening of Thursday, February 12, the chosen arbitrators convened, and, after an hour's deliberation, rendered the following decision:

In the matter of the agreement between the Retail Clerks' International Protective Association, Local No. 457, and the members of the Retail Merchants' Association of Linton, Indiana, which was referred to the undersigned arbitrators for adjustment, it is decreed as follows:

That the agreement for the year 1904 be in full force and effect for the year 1905, except as hereinafter provided.

Article 1. It is decreed that all members of Local No. 457, Retail Clerks' International Protective Association, be reinstated in their former positions without prejudice, including the butchers and meat cutters in the employ of the Linton Supply Company.

Art. 2. It is decided that all lady clerks, members of Local No. 457, Retail Clerks' International Protective Association, are to report for work at 8 o'clock a. m., daily, and continue at work until the closing hour, as provided for in the agreement of 1904.

Art. 3. Butchers and meat cutters shall begin work at 5 o'clock a. m., daily, subject to the same regulations as prevailed during the year 1904.

Art. 4. Each employed member of Local No. 457, Retail Clerks' International Protective Association, who had been in the employ of any member of the Retail Merchants' Association one year or more shall be entitled to one week's vacation on full pay.

Art. 5. It is decided that all boycotts and discriminations and antagonisms of whatsoever kind, engaged in, or contemplated by either side to this controversy, be removed and discontinued, also all store cards to be returned, and that employes render to their employers the same honest and efficient service as they have done in the past.

Attested:

L. P. McCORMACK,  
B. FRANK SCHMID,  
Labor Commissioners.  
WM. BLAKELY,

The rendition of the foregoing decision by the board of arbitration was accepted by both sides without question, and has been observed without deviation.

## GLASS BLOWERS, EVANSVILLE.

On Monday, March 27, 1905, one hundred glass blowers and other workmen employed by the Sargent Glass Company, Evansville, were locked out, in order that the factory might be subsequently run as an "open shop" with a reduced wage scale.

This factory makes lamp chimneys, lantern globes, shades, etc., and was established at Evansville in May, 1903, having been removed from the "gas belt." Its removal to Evansville was made because of cheap fuel, and the expense of such removal was borne by the Evansville Business Men's Association.

For four months previous to the final lockout more or less friction had existed between the management and those employes belonging to the local union of the American Glass Blowers' Union, because of which, on a former occasion, the factory was closed for a short time. It was claimed by the workmen that the first disagreements originated in a non-observance of a contract. When the factory was removed to Evansville, the workmen claim they were promised by Mr. Sargent that steady employment would be furnished them at union wages; and good glass would be supplied. This, it was claimed, the company failed to do.

The men in the story of their grievances also claimed that when the factory was started in May, 1903, the company expressed a preference for men with families, as they wanted those who would stay. From the very start, the union employes claim, they had trouble, and they lay the blame for the principal part of it to the factory manager, Joseph Kelley, who was formerly a glass blower, but whom they regarded as incompetent as a manager. Through lack of employment, as promised, they claim that almost to a man they were deeper in debt than when they arrived in Evansville; and some, who had money ahead then, were in debt at the time of the lockout, their earnings not being sufficient for the ordinary expenses of living. The men also claimed that the difficulty of the past four months was precipitated by the management for the purpose of causing a strike, to the end that the company might run an "open shop," and at the same time throw the burden of responsibility on the men. Failing in this, the men claim, the management caused an open rupture by means of a lockout.

When the plant started up in January, 1905, after a shut

down, the union was asked to procure two paste mold shops and the factory guaranteed steady work and full wages. The paste men were in Evansville six weeks, and the statement was made that in spite of the guarantee, they did not receive an average of over 70 cents a week for the time they were there. It is said they were put on a "turn work" job, that is, one where wages are to be paid according to the scale, whether the number and quality of the product are equal to the scale or not. In spite of this they were paid only according to good chimneys turned out, the work being on block lights, and, as the glass was not good, they did not average more than 70 cents a week. Subsequently, one of these men, in searching for work, started to walk out of the city during zero weather, and had his feet frozen and had been confined in a hospital for months afterward.

The question of an unpaid balance said to be due the men was taken to the court of appeals (that is, the arbitration board of manufacturers and men) and was still pending there. The workmen say, however, that as the factory is no longer a union factory the court of appeals will have no jurisdiction, and the men who were brought in on the guarantee of steady work and full wages will have no chance to recover what they claim is due them under the union scale, on which they came here to work.

The workmen claim that owing to the continued poor glass, coupled with the long periods of idleness, they had not been able to make even fair wages. One blower said he had not averaged over \$1.75 a week during the previous two years; and another, a man of family, said his average wages for the same period had been \$2.63. All laid the blame chiefly on poor management in a failure to provide good glass. The men maintained that without good glass they can not make good work, and as they are paid on the basis of the good ware they make there is profit in it neither for themselves nor the factory.

The alleged organizing of the unskilled glass house workers, which included the packers, shippers, laborers and all the other employes except the blowers, seems to have been the last aggravation leading to the lockout and the determination to break away from organized labor. It was charged by the company that this union had been secretly organized the week previous to the lockout by two local organizers who were in no way connected with

the factory. It was also claimed by the company that the new organization was preparing to make certain unreasonable demands. The company also claimed that competition with nonunion factories where cheap labor was employed, and machine equipped plants made it necessary to work nonunion labor.

The charge that the unskilled workmen had been organized and were going to make unreasonable demands was not true, the workmen asserted, and that no organization had ever been contemplated.

On Wednesday afternoon, March 29, a conference was held between the committee of the union and James F. P. Sargent, manager of the factory, and Mr. E. W. Ansted, of Connersville, and Rev. Christopher S. Sargent, of Indianapolis, representing the board of directors. At this conference a long discussion followed, and was directed largely on the objection of the company to certain rules of the Glass Blowers' Union—among others the insistence on the too frequent skimming of the pots, or large earthen crucibles which contained the molten glass; the "four-hour turns" during which the blowers work; the "production limit" on output, and the union scale. At the time of this conference the workmen asked a postponement for one day, the reason being that their national organization had taken a vote all over the country on accepting a sliding scale in all plants employing union glass blowers, the result of which vote had not yet reached them. The adoption of this scale would make a reduction in favor of the company of about 38 per cent. from the regular scale. The postponement of the conference was refused, for reasons never assigned, and no agreement was reached.

On Wednesday, March 30, the factory again began operation under nonunion rules, with six "shops" of three men each. Six of the former union glass blowers left their organization, and returned to work as nonunion men. They were John Popp, Isaac Sloan, Robert Sloan, Thomas McGovern, Daniel Hickey and William Kelley. The one "gatherer" who deserted the union was Harry Popp, and the "finishers" were Edward Hosgrove and Laurence Popp. Robert Sloan, one of the glass blowers who deserted the union recently, had been brought back from Illinois on the charge of embezzling \$98 from the local union, of which he was afterward convicted. Bond for his release was given by Manager Sargent of the factory.

There was no disturbance of any kind, and no hostile demonstration of any kind attempted. The locked out workmen told the Labor Commission they would rather remain out of the factory permanently than resort to illegal methods.

#### MACHINISTS, HAMMOND.

On Saturday morning, April 1, 1905, forty machinists in the employ of the Fitzhugh Luther Company, of Hammond, struck on account of a refusal to increase wages. The company employed about 200 men in locomotive and steam shovel repair work, and in freight car construction.

At the time of the strike the company was just entering its second year of business, and within the preceding two months before the strike employed a new superintendent. Friday morning, March 31, a committee of three waited on Superintendent H. A. Childs, with a petition for the regulation of shop work and a schedule of wages, demanding an increase and a minimum wage scale of 36 cents an hour.

The superintendent rejected the petition, and refused to give recognition to the committee representing the organization, merely stating that the company was running an "open shop," and cared not whether the employes were union or nonunion men. He also said that if any individual had a grievance the same would be listened to and adjusted by the management, but that the company would give no heed to them as a body representing organized labor.

The wages paid at the present time ranged from 32 to 35 cents an hour. The committee having been refused recognition, the matter was referred to their business manager, J. J. Gately, of Chicago, who made a second effort to present the same. But he, too, was given no recognition, the superintendent again refusing to accept the petition, or even allow it to be read in his presence.

Superintendent Childs contended that the Chicago leaders had run in a number of floaters in order to bring on a strike; and also stated that he believed the local workmen were satisfied; but that all the trouble had been caused by the work of the Chicago floating machinists. He said that as soon as they drifted away the men of Hammond would return of their own accord.

Local Lodge No. 209, of the International Association of Ma-

chinists, comes under the jurisdiction of Chicago District No. 8. The following statement was made by J. J. Gately, business agent, District No. 8:

About nine months ago a report, seemingly authentic, gained circulation that the Fitzhugh Luther Company had determined to return to the ten-hour workday—having previously operated on a nine-hour basis. This of itself was disconcerting, and precipitated an unwelcome agitation. Closely following this one of the members of the local organization was discharged, it was believed, because he was seen in conversation with the union's business agent. Following this closely came the discharge of three workmen composing the committee who had carried to the superintendent the petition for an increase. These events, following closely one upon another, intensified the already strained relations, which continued to increase from week to week.

The past week Superintendent Childs asked the men to work overtime at the regular pay, refusing to give time and one-half, as was being paid by all other shops in this district. This led to further contention, and more discharges followed. Then the belief became current that an effort was being made to disrupt the organization.

The men voted to go on strike rather than submit to being forced to work overtime on regular pay, and submit to many annoyances that their union obligations forbid. They quit work in a body at 10 a. m., Saturday, April 1, 1905, to enforce recognition of their union and acceptance of the agreement as drawn.

The strike was lost.

#### FACTORY EMPLOYEES, PRINCETON.

On Tuesday, April 4, 1905, one hundred and eighty-seven employees of seven factories of Princeton, Gibson County, struck for an advance in wages. These workmen were members of a newly organized lodge of the American Federation of Labor. They had been receiving \$1.50 per day for nine hours, and demanded an advance to \$1.75. On Monday night, April 3, the Local Federation of Labor, at its regular session, formulated the foregoing scale, and on the following morning presented the same to the various firms for acceptance, but the demand was refused. Following is a list of the firms, and the numbers involved:

A. B. Nickey & Sons, hard wood mill, 60 men; J. W. Gaddis, lumber mill, 15 men; White Lumber Company, 15 men; Ford planing mill, 10 men; Read's brickyard, 52 men; Consumers' Gas Company, 15 men; Watt & Mitchell's brickyard, 20 men.

On the same day after the suspension of work the employers called a conference at the law office of Stilwell & Kister, Prince-

ton, to see if arbitration could be invoked. At this meeting there was a lengthy and animated discussion in reference to the newly proposed scale, and finally the employers, after a caucus, participated in exclusively by themselves, agreed to make a flat scale of \$1.50 for unskilled men, for a nine-hour workday, and to notify the union each pay day of those who were not members; and also offered to make a proper subtraction from the wages of the non-union men, such amounts to be used for initiation and membership fees into the union. The employers also offered to urge nonunion men to join the union, but they stipulated that they have the right to employ nonunion men. This last proposition the union would not agree to. But the employers' concession to subtract fees from the wages of their men was regarded as a virtual agreement to unionize their unskilled labor throughout. The meeting ended without an agreement, but on the following day, Wednesday, April 5, a second meeting was held.

At the second meeting the committee representing the Federation was composed of Messrs. James Jenkins, George Scott, Eb Finney, H. F. Smith, John Holder and Dan Williams.

The members representing the employers were Messrs. E. W. White, A. B. Nickey, J. W. Gaddis, W. H. Read and W. E. Stilwell, who represented the Nickeys and the Consumers' Gas Company.

The employers refused to grant the raise in the scale absolutely. They contended that business conditions did not justify an advance in wages; and there were many idle men whom they could employ at the prevailing scale. After a lengthy discussion the Federation offered to accept the old price of \$1.50 per day for nine hours' work if the employers would agree to hire none but union men. This was finally agreed to.

The firms involved expressed themselves as being satisfied with the agreement; and the workmen, having secured a recognition of their union, were also pleased with their settlement. They said that it was a peculiarly satisfactory agreement for the reason that some of the employers who were parties to it had heretofore stubbornly refused to deal with organized labor.

To the Labor Commission the contest appeared to be a many-sided affair. A statement of one employer gives their side of the story fairly. He said:

The condition confronting the manufacturers in Princeton is, in a business sense, peculiar. First of all, the industries represented in this contest are confronted by close competition. Then, it should be taken into account that our shipping facilities are wholly by mail; by no means ample, and in the absence of competition, very expensive. When you add to these facts the additional one that practically all our raw material, as well as all our furnished product, except the small amount consumed locally, must be subjected to the arbitrary freight charges of the two railroads passing through this city, you have an understanding of some of the disadvantages under which we do business. As a climax to the whole situation I may add that our strongest competitors lie to the south of us, and have the advantages of river transportation, and work cheap labor. To do business largely on borrowed capital, pay high freight rates, compete with cheap freight rates and cheap labor, and then be required to pay higher wages and grant shorter hours than do our competitors, means bankruptcy. We are not opposed to organized labor.

A representative workman, in a statement to the Labor Commission, said:

We base our petition for a twenty-five cent increase solely on the extreme urgency of the situation as it confronts us. Rents in Princeton are inordinately high. Food and clothing command good prices. Some articles required in our domestic economy are exorbitant. Fuel is about the only article obtainable at reasonable prices. In some of our industries the working season is comparatively brief. This is especially so of our clay industries. Cold weather to some degree reduces our working days in the lumber mills and other industries. That these evils come upon us is not our fault. Our earning capacity is so greatly reduced that we are practically reduced to a mere existence. In view of all surrounding conditions we believe \$1.75 per day is not excessive; especially when the gas company of this city is offering \$2.00 per day for trench diggers—an occupation not a whit more skilled nor laborious than our own.

A settlement was made in which a recognition of the union was secured, the closed shop conceded, a nine-hour workday and \$1.50 per day gained.

#### ELECTRICIANS, INDIANAPOLIS.

On Monday, May 1, 1905, one hundred and twenty-five electricians of Indianapolis struck for an advance in wages, and the adoption of certain working rules.

The leading firms involved in this strike were the Sanborn-Marsh Electric Company, the Royse Electric Company, the Hatfield Electric Company, the F. H. Cheyne Electric Company, the Carman & Fryer Electric Company, the Meier Electric and Elevator Company, J. S. Farrell & Co., and the W. J. Bradley Elec-

tric Company. In addition to the foregoing, which were the larger employers, a number of lesser contractors were involved.

The workmen were members of Electrical Workers' Union No. 10, a local branch of the International Brotherhood of Electrical Workers, with headquarters at Washington, D. C.

Previous to the strike the men had been working under an agreement made with their employers on January 1, 1903, in connection with which there was a verbal understanding that it should be self-extending, unless notice of a desired change was given by either side. Following is the agreement:

This agreement made January 1, 1903, by and between the employing electricians of the city of Indianapolis, Indiana, parties of the first part, and Local Union No. 10, International Brotherhood of Electrical Workers, parties to the second part.

Witnesseth: This agreement shall expire January 1, 1904, and is to cover all electrical work done by the party of the first part, in Marion County, Indiana.

Article 1. Eight hours shall constitute a day's work. The time for the working hours shall be at the discretion of the party of the first part, but shall be between 7 a. m. and 6 p. m.

Art. 2. All workmen shall report at shop or on job at the time named by the party of the first part.

Art. 3. Overtime shall be paid at the rate of time and one-half; Sundays and for night work, between the hours of 6 p. m. and 7 p. m., double time; for legal holidays, as follows: Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas.

Art. 4. Wages shall be paid in full each week, provided the time is properly turned in. Journeymen shall be responsible for work they do, or their helpers do while said journeymen are present; and shall rectify on their own time, all mistakes or omissions on the part of said journeymen or helpers. All journeymen shall be held responsible for all breakage and damage due to their carelessness or neglect, and will be held for all material, tools and ladders given in their charge. Contractors to furnish suitable boxes for locking up tools and materials and to make provision for securing ladders.

Art. 5. Apprentices shall not be eligible to join the union.

Art. 6. Helpers shall have served as apprentices for the time of one year.

Art. 7. When helpers shall have served as such for the term of one year they may become second-year helpers by passing an examination hereinafter provided.

Art. 8. After serving one year as a second helper said helper may become a first-class journeyman by passing an examination as hereinafter provided.

Art. 9. The examination herein mentioned for helpers and journeymen shall be conducted by two members of the union, appointed or otherwise chosen by the party of the second part for one year, and two mem-

bers of the Indianapolis Electric Association chosen by the party of the first part for one year. They shall devise a method and form of examination which shall be thorough and fair to both parties to this agreement. In case it shall become necessary in order to reach an agreement these four members shall chose another person to act with them and his decision shall be final.

Art. 10. All new men holding journeymen's cards issued by the party of the second part shall be examined by the board provided for in article 9, and all that pass with an average of 75% of the correct answers shall be known as first-class journeymen and shall receive pay at the rate of 37½ cents an hour. All who fail to make an average of 75% of correct answers but have an average of over 50% shall be known as journeymen and shall receive pay at the rate of 30 cents an hour. Those that have an average of less than 50% of correct answers shall be known as second-year helpers and shall receive pay provided for that class. It is further agreed that all second-year helpers who may receive for one year 7½ cents an hour less than the pay provided for first-class journeymen at the end of one year shall become first-class journeymen.

Art. 11. Helpers shall receive pay at the rate of 17½ cents an hour; second-year helpers shall receive pay at the rate of 20 cents an hour.

Art. 12. Apprentices or helpers of either class shall not work on a job except under the personal supervision of a journeyman, and there shall not be employed more helpers than journeymen in any shop.

Art. 13. Every helper, second-year helper and journeymen must have a complete outfit of tools, and no man shall be entitled to a rating in any class until he has tools prescribed for that class. Immediately after this agreement shall be signed the parties hereto shall each appoint two men to act as a committee on tools. This committee shall decide within thirty days what tools each of the three classes shall be required to have, and notice of this decision shall then be posted in each shop and in the Union Hall. Within thirty days after the posting of such notice every man shall secure a complete outfit of tools according to his rating and a proper box to keep them in. In case of failure to secure the tools prescribed the man shall not be entitled to the rating then held by him but to the next rating lower, and he shall not be advanced to the higher rating until he shall secure the necessary tools.

Art. 14. Party of the second part agrees that its members shall not be allowed to work as wiremen for corporations, firms or individuals who have not signed this agreement, who are not regularly engaged in the electrical contracting business, except that a member of the union may be regularly employed by any firm, corporation or individuals as dynamo tender or engineer; but while so employed he shall act only as dynamo tender and engineer, and shall not do any repair work except that required by emergency to keep the plant going; all other general repairs or construction work shall be done by a regular electrical contractor.

Art. 15. Party of the first part agrees not to maintain a "lockout."

Art. 16. Party of the second part agrees not to allow or enter into any strike, but all matters of dispute shall be settled by arbitration as provided hereafter.

Art. 17. Party of the first part agrees that all workmen in their

employ in any branch of the trade of inside electrical wiring shall be members of Local No. 10, L. B. E. W., except one-year apprentices, and except as provided in Article 18, of this agreement.

Art. 18. Party of the second part agrees that if it fails to supply men after being requested by the party of the first part within thirty-six (36) hours the party of the first part shall be at liberty to employ any man or men he may be able to get, until such time as the union can supply men to take their places, but any man so employed shall be permitted to work on the job two weeks.

Art. 19. The party of the first part may hire or discharge men at their pleasure.

Art. 20. This agreement to be in force for an additional year, unless written notice be given by either party, sixty (60) days prior to the expiration of the agreement, that a change is desired.

Art. 21. Car fare shall be allowed to and from work. This article shall be construed to mean that no workman shall pay his employer's expenses out of his own pocket, neither shall a workman at any time profit by his allowance of car tickets.

Art. 22. Disputes of any kind shall be referred to a grievance committee constituted as follows: The employing contractor in whose shop the controversy arises to choose another contractor, the union to select two members of local No. 10, they jointly to select the fifth member of the committee. This committee shall meet without delay upon notification of grievance, and determine if the question is a valid issue, and, if so, as soon as possible submit it to an arbitration board composed of one of the party of the first part, one member of Local Union No. 10, and they shall select the third party. The men are to continue at work until a decision is reached.

The workmen affirm that early in December, 1904, they notified the employers of a desire to make certain changes in the existing contract. Among the concessions demanded were an advance of five cents per hour in wages, from thirty-five to forty cents, the establishment of the "closed shop," and the substitution of shop rules for the contract system. Following are the new scale and shop rules asked for:

Section 1. Eight hours shall constitute a day's work, from 8 a. m. to 12 m., and from 1 to 5 p. m., but in no case shall a journeyman be employed for less than one-half day, unless finishing job of previous day.

In winter journeymen may take one-half hour for dinner and quit at 4:30 p. m.

Sec. 2. In going from shop to his work, or from work to shop, a wireman shall receive from his employer the necessary car fare, also car fare from job to job, and all car fare in excess of ten (10) cents per day in going to and returning from work.

Sec. 3. A wireman shall commence work on job at 8 a. m., unless required to report at shop for material or orders. In such case he shall report at shop at 7:30 a. m.

Sec. 4. If a journeyman is ordered to work before 8 a. m., or after 5 p. m., he shall receive pay at the rate of time and one-half; for all work on Sundays or legal holidays at the rate of double time.

Sec. 5. The legal holidays shall be as follows: New Year's Day, Thanksgiving Day and Christmas Day.

No member of Local Union No. 10 shall work on the first Monday in September, except maintenance men and they at the discretion of the local.

Sec. 6. The minimum rate of wages for journeymen wiremen shall be forty (40) cents per hour. Recognized foremen shall receive five (5) cents per hour additional.

The minimum rate of wages for third-year helpers shall be thirty (30) cents per hour.

First- and second-year helpers will be permitted to work only when carrying a permit from business agent.

Sec. 7. Wages shall be paid weekly before 5 p. m., Saturday evening, with the week ending on the previous Friday.

Sec. 8. Contractors shall furnish stocks, dies and wrenches over 10 inches and hack saw blades for conduit work, and all drills and bits over 18 inches long; also special tools when such are required on the job.

Journeymen to be responsible for tools taken from shop.

Journeymen must have all tools furnished by them in good condition. Contractors shall furnish lockers for material and chain and lock for ladders.

Sec. 9. Journeymen are responsible for the work they do, unless acting under orders, and must rectify mistakes made by themselves on their own time.

Sec. 10. No contractor shall employ at any time more than one apprentice or helper to one journeyman, two to four journeymen, three to six, and so on, and the helpers working on any job shall not exceed this ratio.

No apprentice shall be employed until all helpers are working, and no apprentice shall be employed under eighteen years or over twenty-five years of age.

Sec. 11. The work of any helper shall be under the personal supervision of a journeyman, and no journeyman shall be permitted to work more than one helper at a time on a job.

Sec. 12. Apprentices or helpers shall not be allowed to finish work in any branch of the trade under two years of service, and then only under the direction of a journeyman; but in no case can an apprentice or helper work on a job unless a journeyman is also working on the same job.

Sec. 13. When an apprentice or helper has completed his second year he shall apply for examination to third year grade and when he has completed his third year he shall be examined by the examining board, and if found competent shall be promoted to the rank of journeyman and shall not again work for less than journeymen's wages. If he fails to pass the examination he shall continue to work as helper and at the expiration of six months shall again apply for examination.

Sec. 14. Sections 1, 2, 3, 4, 5, and 7 shall apply to all helpers.

Sec. 15. No member of Local No. 10 will be permitted to work in any shop or on any job where non-affiliated workmen of the craft are employed.

Sec. 16. Any member not reporting to the business agent any violations of the constitution, by-laws or working rules within twenty-four hours' time shall be fined the sum of not less than one dollar for first offense, five dollars for the second offense and the third offense will be suspension and the B. T. card will be withheld until card is made good. The member breaking regulations shall be fined not less than one dollar or more at the discretion of the local.

These working rules shall take effect the first day of May, nineteen hundred and five.

By order of Local Union No. 10.

T. B. BARRETT, Pres.

T. B. WRIGHT, R. S.

It was claimed by the employers, on the other hand, that the electrical workers made no suggestions as to what changes in the condition of employment they wanted, if any, and that they did not ask for a new agreement. It was also alleged that they did not ask for a conference or meeting with their employers for the purpose of arriving at a new agreement that might be satisfactory to both sides. In short, the employers claim the workmen gave no intimation at all of what they wanted. The fact remains, however, that on Saturday, April 29, 1905, they presented to each contractor a copy of a set of printed working rules, as before set forth, which were to go in force on Monday, May 1st, 1905, giving one day's notice to the contractors.

The contractors told the men that they would not accede to the working rules, nor pay the advance in wages asked for. They also told them that beginning with the 1st of May they would pay 37½ cents an hour—an advance of 2½ cents.

The employers objected to several propositions in the proffered scale. First of all they said a raise of five cents per hour for journeymen was greater than their business would justify; also, an advance of ten cents an hour (from twenty cents to thirty cents) for third-year apprentices was excessive. The chief objection offered, however, was to that paragraph in Section 6 of the proposed scale which reads: "First and second year helpers will be permitted to work only when carrying a permit from the business agent." This stipulation, it was claimed by the employers, made it possible for the business agent of the union to regulate the number of their

employees, and consequently, to a large degree, place their private business affairs into the keeping of the agent.

The "contract system," which the workmen sought to abolish, was objected to because by this method of separate contracts it enabled an unscrupulous employer to take advantage of the workmen by imposing wrongful conditions, by which means both the men and other fair-minded employers were injured. By the substitution of uniform working rules the men would be placed on an equal footing in each of the shops, which would secure better conditions for the workmen and employers as well.

At the beginning of the strike an effort was made to enlist the co-operation of the Building Trades Alliance. This is a federated organization of all the organized building trades in Indianapolis, including, of course, the electricians. Such a movement, possibly, would have precipitated a sympathetic strike involving thousands of workmen. Building operations were at the time progressing with unusual activity, and most, if not all, the contractors were under heavy bond for the completion of their contracts within certain time limits. On the larger contracts many union men, representing different branches of the building industry, were employed, and a sympathetic strike would mean to all contractors heavy financial losses, and to some it would probably mean bankruptcy. Those who favored this sympathetic movement urged that strikers should be placed at each of the buildings where nonunion electricians were employed, notify the union workmen in other branches of structural work, who, in turn, would demand of their employers that such nonunion electricians be discharged, and, upon refusal, all union workmen in each branch of industry should strike.

On Monday afternoon, May 8, the board of governors of the Structural Building Trades Alliance took a different view of the situation, however, and held a conference with a view to formulating some plan of action looking toward a settlement of the strike. It was determined at this meeting, in harmony with the provisions of its charter, to ask the employing electricians and their striking workmen to submit their controversy to arbitration. In furtherance of this object both sides were requested to appoint committees to meet the board of governors of the Building Trades Alliance at 2 o'clock on Tuesday, May 9. The electrical workers sig-

nified their willingness to enter into such a conference, and appointed a committee for that purpose, but no word was received from the contractors until the following morning, when a letter was directed to the officers of the board of governors of the Building Trades Alliance, which expressed the appreciation the contractors felt for the good offices of the alliance, and then continued:

For two years prior to January 1, 1905, there was a written agreement between the Contractors' Association and the Electrical Workers' Union No. 10, covering conditions of employment, which contract was terminated by notice from the union.

On April 28, 1905, the several contractors voluntarily informed their men that from and after May 1, their wages would be increased from 35 to 37½ cents per hour.

During the four months between the termination of the former contract and April 29, no suggestion whatever was made by the union of any changes desired in conditions of employment, nor were the contractors ever invited to renew the written agreement in any form. On April 29, the last working day in April, the several contractors were presented, by the business agent of the union, with a printed set of so-called working rules, which the employers had no part in making, together with a demand that on the next working day—May 1—those rules should go in force. The contractors not acceding to these conditions, the union men on Monday morning, May 1, refused to go to work, and made no request whatever for meetings, conferences or arbitration prior to the strike. The strike having been called at a time when all contractors had much work on hand, many jobs being unfinished, some of which were under contracts with penalties for delays, the contractors were under the necessity of at once employing other men to continue with the work, and all such new men took employment in good faith, with the understanding that continuance of their jobs depended only upon their ability as workmen.

Under these circumstances it must be plain to you, as to every one, that the contractors can make no settlement of the present difficulties with their former employes, which would require the discharge of any of the men who have taken employment with them since the strike began. Therefore, inasmuch as no definite basis or points of discussion are mentioned in your letter, we are unable to see that any progress toward settlement could be made at the meeting between committees, which you have suggested.

We are also requested by the Contractors' Association to advise you that all matters arising in the present difficulty have been referred by us to the Employers' Association of Indianapolis.

After the foregoing statement was made public by the employers the members of the Electrical Workers' Union issued the following statement on Wednesday, May 10, showing their attitude in the difficulty:

The last contract held by the electrical workers of Local Union No. 10, expired January 1, 1905, and as per contract of 1904, the contractors were notified sixty days prior to January 1, 1905, that they did not care for another signed agreement, but would, at a later date, present the contractors with a set of working rules.

After the expiration of the contract of 1904, the shops were run in an "open shop" manner, many of the shops using the helpers in preference to the journeymen.

The work for the past four months has been manned by journeymen where it was absolutely necessary; but it was a case where if an incompetent man could do the work he was pushed forward and the journeyman remained on the bench.

The men were all required to present themselves at the shops and remain in the entire day for the chance to get work for a half an hour or more as the case might be. These conditions existed through the past four months and on April 28, 1905, before the contractors had been notified of any changes that were contemplated or wanted, they offered their men 37½ cents an hour, a two and one-half cent raise, and an "open shop," the contractors to remain in full control of all helpers, and if the men were not satisfied to accept these propositions, they could take their tools and get out.

The men were notified by the contractors that there would be no meetings with committees or sitting up late at night trying to adjust matters and, in general, that the propositions that they offered were an ultimatum.

On Friday evening, April 28, there was a meeting of the inside men of Local Union No. 10, to consider the propositions that were offered, and as a result the business agent, Ed Cory, was instructed to call on the Association of Contractors and all non-associated contractors, on April 29, with a counter proposition that was adopted at this meeting.

The proposition which was made by Local Union No. 10, was: A minimum wage scale of 40 cents per hour, control of the helpers and a complete recognition of local union No. 10.

Nine-tenths of the men who have come into the city to go to work have been laboring under the impression that the jobs were "fair," and as soon as they were informed by the workmen of conditions they readily left town. The men that are working at the trade at present are men who are incapable of drawing a mechanic's wages. It is a positive fact that electrical work installed in an incompetent manner endangers life and property.

The men upon approaching the electrical contractors for an adjustment of the present difficulties by conference, have been told that we must see the Employers' Association in the State Life building. The electrical workers look upon this conference with the Employers' Association as entirely out of line with all precedents and are not disposed to accede to such demands.

Following the failure of the board of governors of the Building Trades' Alliance to effect an arbitration agreement between the contestants the Electrical Workers' Union established a co-opera-

tive electrical company, the plans of which were formulated on Thursday, May 11. The new company began business at once, with flattering prospects of doing a successful business.

#### IRON MOLDERS, CONNERSVILLE.

On Thursday, August 24, 1905, fifty iron molders and a number of apprentices struck against an "open shop" proposition at the P. H. and F. N. Root's Foundry Works, at Connersville.

The molders were members of Local Lodge No. 284, and held a charter under the Iron Molders' Union of North America, headquarters at Cincinnati.

The clash had been threatened for some time, because of unsatisfactory conditions then existing in the foundry, but did not reach a climax until the date above mentioned, when a committee of molders representing the union called upon Mr. E. Dwight Johnston, president of the Roots Blower Company, and presented their grievance. They objected to working in the foundry with a workman named John Post, a nonunion employe in the same department, unless he should join the union or else be discharged. The matter reached a critical stage when President Johnston refused to discharge Post or to use his influence to have him join the union.

When the men struck Mr. Johnston informed them that he would immediately send for a force of nonunion molders. This was guarded against by the men, who formed a picket line around the plant, and also had all the railway stations in the city well guarded, and closely watched all incoming trains.

One of the disagreeable instances, at first attributed to the strikers, occurred the first day of the strike. An unloaded flat car in the company's yard, that was standing on an elevation near the main track of the Big Four railroad, was turned loose, and the momentum it gained running down grade sent it crashing into the company's warehouse, tearing down a door and doing much damage. It could not be learned just how the accident occurred, but for fear more trouble might occur the plant was closed and placed under a strong guard. It was afterwards conceded that none of the strikers had been seen in the neighborhood of the detached car, and that the car was probably insecurely fastened.

The Roots Blower Company is one of the largest of its kind

in the country, and employs several hundred men, and it was feared that if the trouble should not be settled within a few days it would probably cause trouble with the machinists and other employes of the factory who were organized and in sympathy with the molders. The night following the walkout groups of strikers were out in the rain doing picket duty around the plant; but aside from this no unusual demonstration or illegal acts occurred during the trouble.

On Tuesday, August 29, the strike came to an amicable settlement, and the molding department began in full operation again with the old employes in charge.

The first step to effect a compromise came when a conference was held by President Johnston, of the firm, and a committee of the union. However, there was no definite adjustment of the difficulty until Joseph F. Valentine, national president of the Iron Molders' Union, of Cincinnati, took up negotiations.

Through Mr. Valentine's negotiations a settlement was effected by which John Post, the nonunion employe over whom the strike originated, was required to join the union. Post had been suspended from the union a year previously for nonpayment of dues and other wrongful acts. He paid his reinstatement fees and became a member again, and the factory resumed its normal conditions.

#### BOILER MAKERS, MOORFIELD.

A lockout of sixty boiler makers employed in the shops of the Cincinnati, Hamilton & Dayton Railroad at Moorfield, occurred on Thursday, August 31, 1905, which resulted in the discharge of sixty workmen, and, finally, in the murder of one man.

The men involved were members of Local Union No. 10, holding a charter under the Brotherhood of Boiler Makers and Iron Ship Builders of America, headquarters at Kansas City, Kan.

This was essentially a sympathetic strike, and extended to the shops of the Cincinnati, Hamilton & Dayton road at Peru, Huntington and at other points where the road had repair shops located.

A year previous to the date of this lockout the Chicago & Erie Railroad Company leased the Cincinnati, Hamilton & Dayton Railroad. At the time of this transaction the former company was involved in a controversy with the Boiler Makers' and Iron

Ship Builders' National Alliance, which had then been in progress for several months. As a result the workmen in the repair shops located at Huntington, where union boiler makers had been employed, were for a time closed to union men, and nonunion men were employed in their stead. After the temporary consolidation of the two corporations into one, the management, finding its new force at the Huntington shops too small in number and otherwise inadequate, sent a large amount of its damaged engines to the Moorfield shops, located at the outskirts of Indianapolis. These shops were the property, originally, of the Cincinnati, Hamilton & Dayton Company, and were manned exclusively by organized workmen. The latter protested against handling the Erie engines as long as that corporation continued to fight the Boiler Makers' Alliance, claiming that if they worked on the Erie engines they would violate the laws of their alliance. This refusal precipitated a lockout. Repeated efforts were made to prevent this lockout, but all to no purpose. The negotiations carried on after the strike would doubtless have proved successful but for an unfortunate circumstance which occurred in the yards of the Cincinnati, Hamilton & Dayton Company, three weeks subsequent to the lockout. The Boiler Makers' Union had established a picket line around the shops by which they were endeavoring to keep men from going to work; notwithstanding which fact the company had succeeded in installing a number of strike-breakers, who had been led and guarded by one Hector McEachern, a watchman in the railroad yards. Andrew Griffin, a member of the Boiler Makers' local union, had been sent by his union to the yards of the company on an official mission. He was ordered to leave the premises of the company by McEachern and started to do so, when the latter shot him. McEachern was afterward tried at Shelbyville and acquitted.

The excitement and bitterness caused by the murder, and still further fostered by the acquittal, defeated all further attempts at negotiation and settlement. The lockout continued until the Cincinnati, Hamilton & Dayton Company took over its property from the management of the Chicago & Erie Company, when the Moorfield shops were again unionized and the lockout ended.

## QUARRY WORKERS, OOLITIC.

On Wednesday, September 6, 1905, two hundred men employed at the Bedford quarries, located at Oolitic, Lawrence County, owned by Mr. John R. Walsh, of Chicago, struck because of the discharge of one of the workmen. The strike included channelers, planermen and engineers.

One of the machine runners had been discharged for alleged violation of a rule of the company, by leaving a "bunch" or quantity of undetached stone at the bottom of a cut after the removal of a large block, which it was necessary to remove the following morning before work could be resumed. His craftsmen demanded the immediate reinstatement of the offending workman, which was refused. Thereupon, the channelers, planermen, engineers and some others withdrew to an adjoining eminence on the premises of the company and discussed the proposition, leaving their machines idle. The strike was inaugurated without asking the permission of their respective organizations, or allowing a vote to be taken on the question at issue—hence in reprehensible violation of the laws of their unions. Finally, the striking workmen withdrew from the grounds of the company, leaving unfinished contract work, and much valuable machinery unprovided for. No violence was attempted nor threats made.

Immediately the company sent ten or twelve "detectives" from Chicago to "guard" the property. The car containing them was placed on a siding near the office of the company and the detectives were kept on duty in relays day and night. The office employes and workmen not affected by the strike, and who remained at work, were each furnished with a brass check for identification, and all others found on or about the property were halted and forced to identify themselves. It was charged that in several instances they halted citizens on the open highway, who had never had any connection with the Bedford Quarries Company, thereby making themselves very offensive to the citizens of the community. One reputable citizen, a merchant at Oolitic, in the immediate neighborhood of which the Bedford quarries are located, appealed to the Labor Commission for relief, saying, among other things:

The company seems to have the intention of overawing and intimidating not only their workmen, but, as well, the citizens of this community by a display of arms in the hands of Chicago ruffians, under the

guise of protecting property at the quarry. Since their arrival the toughs are accustomed to walk around over the quarry and shoot their pistols and guns with the evident intention of intimidation.

On the following Tuesday, September 12, after the strike, a committee of the strikers waited on General Manager Dickason, of the quarries, and expressed a willingness to return to work. Mr. Dickason informed the committee that Mr. John R. Walsh, owner of the quarries, had ordered that the names of those who had inaugurated the strike should never again appear on the pay-rolls of the quarry company. Mr. Dickason advised all of those included in the order to seek employment elsewhere. Those employes who were not responsible for the strike, including many who were in enforced idleness because of lack of material upon which to work, were taken back. Other workmen were secured to take the places made vacant, and thenceforth matters proceeded as usual. The strike was of eight days' duration. The discharged men readily got employment in other quarries about Bedford.

#### PRINTERS, INDIANAPOLIS.

On Wednesday, September 11, 1905, one hundred and twenty-five printers of Indianapolis struck for an eight-hour workday with nine hours' pay. These workmen were members of Indianapolis Typographical Union No. 1, which organization holds a charter under the International Typographical Union, headquarters at Indianapolis.

The firms involved were members of a local branch of the United Typothetæ of America, a master printers' association, and were owners of book and job offices, nine in number, as follows: W. B. Burford, Sentinel Printing Company, Levey Bros., Scott-Miller Company, Thornton-Levey Company, George M. Cornelius Printing Company, E. P. Fulmer Company, Wood-Weaver Company, Reporter Publishing Company.

The cause leading up to the strike did not receive its initiative in the local organization involved. In the year 1902, at the Cincinnati convention, the International Typographical Union first took official action looking to the establishment of the eight-hour workday in the book and job printing offices throughout the international jurisdiction, by the adoption of the following:

Resolved, That the executive council of the International Typographical Union and the first vice-president are directed to act as a committee for the purpose of devising and putting into effect plans for the establishment of an eight-hour day throughout the jurisdiction of the International Typographical Union at as early date as practicable.

Resolved, That local unions be required to act in conjunction with such committee in furthering its plans, and that they be enjoined from making contracts extending beyond October 1, 1905, which require their members to work for more than eight hours per day.

Resolved, That said committee bring the matter before the National Typothetæ, to the end that the eight-hour day may be put into operation without friction.

Resolved, That should the committee deem it necessary to add to its members, it shall be empowered to do so.

Again at the St. Louis convention held in August, 1904, the following action was taken in regard to the eight-hour movement:

Resolved, That on January 1, 1906, the eight-hour workday shall become effective in all printing establishments under the jurisdiction of the International Typographical Union where existing contracts do not prevail, and in each instance where the eight-hour day is refused work shall cease after that date.

A referendum vote was taken on this proposition, participated in mostly by the organized book and job printers of the United States and Canada, the newspaper printers having previously obtained the shorter workday. The vote resulted as follows: For the eight-hour day, 19,483; against the eight-hour day, 5,398.

The overwhelming verdict given by the referendum in favor of the shorter workday led the printers to confront another disagreeable possibility. Many local unions had contracts expiring before the eight-hour day would become operative, and it was feared that as such instances arose the typothetæ would try to force renewal of contracts for a continuance of the nine-hour day, or resort to lockouts. In order that this contingency might be successfully met a conference of special representatives of a number of western unions was called at International Typographical headquarters, at Indianapolis, on April 19, 1905, to adopt defensive measures. At this conference it was resolved.

That in the event of the typothetæ, or other employing printers' associations, locking out the members of any union or taking any other action precipitating a conflict on the eight-hour question prior to January 1, 1906, and prior to an effort at international conciliation, such action can only be considered a violation of contract relations, and of a character unwarranted, and without justification in common fairness, and

as calling for a general suspension of work in the book and job trade; and that all new agreements must be presented to the executive council of the International Typographical Union for approval previous to submission to the National Typothetæ Association, so that nothing contained in these agreements will jeopardize the interests represented in the shorter workday movement.

At the suggestion of representatives of the Typothetæ Association of Chicago, St. Louis, Indianapolis and Detroit, a conference was held at Detroit May 26-27, 1905, for the purpose of endeavoring to reach an amicable adjustment of the points at issue between the typothetæ and the local unions in the cities named.

This meeting was attended by typothetæ representatives from the cities named, and representatives of Chicago, St. Louis, Detroit, Indianapolis, Cincinnati and Cleveland Typographical Unions. The executive council of the International Typographical Union and the executive officers of the United Typothetæ attended in an advisory capacity.

The better part of two days was spent in endeavoring to arrive at a settlement of the eight-hour question, but without avail.

The union representatives made three compromise propositions: First, that thirty minutes be taken off the workday during the year 1906, after which the eight-hour day should follow continuously; or, second, that twenty minutes should be deducted from the workday each of the years 1906, 1907 and 1908, to be followed by the eight-hour day continuously thereafter; or, third, that the existing nine-hour day continue until January 1, 1907, with the understanding that the United Typothetæ should agree to take up the eight-hour proposition.

All of these propositions were rejected by the typothetæ representatives, who then proposed that the existing nine-hour day continue until 1907. They were asked if they would then agree to a concession of the eight-hour day. To this they promptly refused to give assurance, simply saying that if further action was postponed until the time indicated they would perhaps be in a more agreeable mood.

On Saturday, May 27, 1905, the joint committee of two from each local organization represented—appointed the previous day—reported its inability to agree, and its report was accepted by the conference.

The committee's report stated that they were met by a refusal to

consider aught except absolute surrender on the part of the unions so far as the shorter workday was concerned.

The following resolution, offered by a union representative, was adopted just prior to adjournment of the joint conference:

Resolved, That it is the sense of this body that the officers of the International Typographical Union and the officers of the United Typothetæ of America get together some time before January 1, 1906, in an endeavor to arrive at settlement of the eight-hour proposition.

At a meeting of the union representatives after the closing of the Detroit conference, the following resolutions were unanimously adopted:

We, the representatives of Indianapolis Typographical Union No. 1, Cincinnati Typographical Union No. 3, St. Louis Typographical Union No. 8, Cleveland Typographical Union No. 53, and Detroit Typographical Union No. 18, having met in conference in the city of Detroit with representatives of the typothetæ in our different cities, in an effort to adjust the eight-hour question, and having made several fair and reasonable propositions, all of which have been rejected by the typothetæ.

Now, therefore, we take the first opportunity after the adjournment of the joint conference to reaffirm our allegiance to and support of the eight-hour movement, and the plan outlined by the International Typographical Union for putting the eight-hour day into effect.

On Thursday, September 7, 1905, following the Toronto convention of the International Typographical Union, the United Typothetæ held its national convention at Niagara Falls, New York. The following telegram, self-explanatory, was forwarded to the president of that body:

Indianapolis, Indiana, September 7, 1905.

Mr. George H. Ellis, President United Typothetæ of America, Convention Hall, Niagara Falls, N. Y.:

President Lynch and Vice-President Hays, of our International Eight-hour Committee, will be in Niagara Falls tomorrow. The Toronto convention of the International Typographical Union adopted the following: "We believe that this convention should clothe the International Eight-hour Committee with power to negotiate with representatives of the United Typothetæ of America, if opportunity for negotiations occurs prior to January 1; and we so recommend."

J. W. BRAMWOOD,  
Secretary Eight-hour Committee International Typographical Union.

Upon the receipt of the foregoing telegram the typothetæ convention resolved to receive the union representatives and listen to whatever statement they had to make. Upon arrival Messrs.

Lynch and Hays communicated to the convention "That if the convention is in a receptive mood, that is, if the convention desires to approach the eight-hour question with the intention of adjusting it so as to eventually reach the eight-hour day, we are here to negotiate on that basis."

This message from Messrs. Lynch and Hays elicited the following written reply:

Convention United Typothetæ of America,  
Niagara Falls, New York, Sept. 7, 1905.

Messrs. Lynch and Hays, Representing the Eight-hour Committee of the International Typographical Union:

Gentlemen—Concerning the following proposition, presented by you this morning: "That if the convention is in a receptive mood, that is, if the convention desires to approach the question with the intention of adjusting it so as to eventually reach the eight-hour day, we are here to negotiate on that basis," the convention instructs the committee to inform you that it is unable to consider any agreement leading toward the eight-hour day.

Very truly yours,

WM. GREEN, Chairman.

The international officers were not accorded the audience promised them by the vote of the convention. They were, however, closeted with members of the executive committee of the Typothetæ convention for a brief time. The latter committee refused to discuss the eight-hour proposition, and upon receiving their ultimatum the International officers retired from the conference.

So far as the Labor Commission knows this failure ended further efforts at conciliation between the International Typographical Union and the Typothetæ on the eight-hour controversy.

The foregoing preliminary statements are necessary to a correct understanding of the controversy as it applies to the strike at Indianapolis.

As was expected, at several points, notably at Chicago and Detroit, Cincinnati and St. Louis, the Typothetæ attempted to coerce union printers into agreements for a continuance of the nine-hour workday, in accordance with a resolution passed and a policy adopted at its national convention held at Niagara Falls, September 6 and 7, 1905. In anticipation of having to meet this situation, Typographical Union No. 1, at its August meeting, appointed a committee empowered to handle such a condition should it arise;

and for several days before the strike occurred this committee endeavored to negotiate for an adjustment of differences, and secured agreements with all the book and job offices in Indianapolis employing union printers, not members of the local Typothetæ—about forty offices all told. The committee also attempted negotiations with the Typothetæ offices, nine in number, for the accomplishment of the same purpose, but failed.

In the afternoon of Monday, September 12, a conference between the executive committee of the Typothetæ and a committee of the union was held. The members of the union presented the agreement, which they asked the members of the Typothetæ to sign, but met with a refusal. The Typothetæ committee informed the union committee that it was impossible to grant the eight-hour day, owing to the increased expense which would be attached to production. No further concessions were asked or offered by either side, and, after some argument, the meeting adjourned and a strike was formally declared, and the committee ordered all members of the union affected to cease work pending the adjustment of difficulties.

In answer to the contention of the officers of the Typographical Union, that if the eight-hour demand should be granted it would mean only an increase of about 4 cents an hour in the wages of the union men, as they would then work eight hours for the same pay they were receiving for a nine-hour day, the Indianapolis Typothetæ issued the following statement:

Regarding the demand of the Indianapolis Typographical Union, it says that the increase in wages amounts to four (4) cents per hour on an eight-hour day, if no more work was done than in the eight hours of the present nine-hour day. This is approximately correct. The Typothetæ's position is this:

Reducing the hours from nine to eight reduces the productive time of our shops 11 per cent. The wages remaining the same, makes an increase of 11 per cent. It is the productive time loss that we object to. The local Typothetæ offered an increase of wages of a little over 3 per cent. The average compositor in our shops draws each week 10 per cent. over the scale. Three hours of overtime in the week does this.

We wish it distinctly stated and known that it is not the mere increase in wages that we object to. It is the fact that our fixed expense remains the same.

Rent remains the same; light bills remain the same; the office expense remains the same; the unproductive labor the same; and all items of general expense the same. This is the reason that we object to giving the International Typographical Union an eight-hour day.

In view of the fact that the United Typothetæ of America has refused to grant the eight-hour day with nine hours' pay, which would necessitate an advance of prices to our customers of at least 22 per cent., and as this association consists of a very large majority of the employing book and job printing establishments of the United States; and as it would be an impossibility for us to conduct business with profit, we decline to entertain such a proposition and sign an eight-hour day contract for the present. We insist that we have until January 1, 1906, the date fixed by the International Typographical Union, to consider the eight-hour work-day.

The members of the Typothetæ that refused the demands of the Typographical Union signed the following agreement among themselves:

We, the undersigned employing printers and members of the Indianapolis Typothetæ, in consideration of mutual advantages to be derived, do hereby agree and stipulate that we will stand together in firm and uncompromising opposition to the demands of the Typographical Union in the present strike; that we will consent to no reduction whatever of the present working time; that we will hereafter operate our respective composing rooms as "open shops;" that competent men who are employed during the present trouble shall not be discharged, but shall under all circumstances be secure in their employment; and that we will at all times abide by the declaration of principles adopted on September 7, 1905, by the United Typothetæ of America in convention at Niagara Falls.

On Tuesday, September 12, the contest between the local Typothetæ and the union began in earnest. The former organization began negotiations looking to the importation of nonunion printers, and to accomplish that purpose advertised in daily papers at Chicago, Indianapolis, Cincinnati, and other localities, and by sending circular letters to country publishers. The responses, however, were few and, for the most part, unsatisfactory, for the reason, it was claimed by the union men, that practically all the competent printers in the United States were members of the union. Occasionally a few inexperienced printers drifted into the "struck offices," but a lack of a knowledge of the technique of the business incapacitated them for successful or satisfactory work or profitable employment.

Thus for a week matters drifted on, with the Typothetæ offices closed to union printers. On Saturday, September 16, a special meeting of the local Typothetæ was held, at which Messrs. William B. Burford, of the Burford Printing Company, and William S. Fish, president of the Indianapolis Typothetæ, representing the

Sentinel Printing Company, withdrew from the local Typothetæ and announced their purpose to sign the eight-hour contract with Typographical Union No. 1. On the following Monday, September 18, sixty of the locked out union printers returned to their former positions in the two offices named, thereby greatly improving the local situation as far as the union was concerned.

The contest between the contending parties was not wholly an unequal one, neither in concentrated vigor nor effectiveness. The boycott was utilized by both sides as a legitimate weapon of warfare. The Typothetæ appealed for assistance to business men and to the Employers' Association, and to other associations of organized capital, in aid of their cause, asking that their patronage be diverted from the union to the non-union printing offices; and especially against those establishments that had belonged to the Typothetæ and had withdrawn therefrom and joined the union forces. Responses to these appeals were for a while quite generous, and the "struck offices" bristled with increasing prosperity. Unfortunately, however, their high expectations were not realized because the non-union printers were not competent to do the work in an acceptable manner. Much of the work thus done was so crude as to be worthless for the purpose intended, and would not be accepted and paid for by the patrons, thus entailing heavy losses upon the employers. Complaints were so numerous and delays so vexatious as to cause the patrons later on to leave the Typothetæ shops and return to their former publishers, regardless of the nature of the dispute between the Typothetæ and Typographical Union. This was especially true of those patrons desiring the publication of catalogues and other kinds of high-class printing.

Nor was the inferior quality of the work done the only cause for complaint, according to the statement of some of the aggrieved patrons. During the process of investigation by the Labor Commission the complaint was frequently made by patrons that delays in the execution of work were embarrassing almost to the point of exasperation. Unusual and unexpected disappointments in the production of much-needed printing, they claimed, was more hurtful to their business interests, in a financial way, than that arising from poorly executed work. At certain seasons of the year, it was claimed, promptness in issuing catalogues, price lists, circulars, announcements, etc., were imperative to business success, and what-

ever conditions and circumstances contributed to delays were inimical to the interests and welfare of the business public.

Following attempt at importation of "strike-breakers" by the employers, the union printers established a system of "picketing" in the vicinity of the struck printing offices for the purpose of inducing the imported workmen to join the union and refrain from taking service where trouble existed. By this method many of the more competent workmen joined the union and were put to work in union offices or given typographical union traveling cards, in order that they might secure employment in union offices in other cities. Most of these men claimed to have been deceived either by deceptive letters written to them by interested members of the local Typothetæ, or by alluring advertisements promising steady employment at flattering wages, accompanied by a statement that no strike existed in Indianapolis, but that the demand for more printers was due wholly to an unprecedented increase in business. Many of them left good situations at fair wages in their home towns, and complained bitterly of the deception practiced upon them. Of the non-union printers who had been induced to come to Indianapolis fully seventy-five left without taking service during the first week of the strike. More than fifty others quit, after having served short periods, for the same reason. Most of the last named asked for and gained admittance to the local typographical union, and sought work at other places.

During the progress of the strike the Typothetæ did all in its power to overcome these disadvantages. To this end, in addition to the newspaper advertisements already referred to, circulars were issued to the country publishers and printers throughout the country, asking their co-operation in defeating the eight-hour movement.

The Indianapolis Employers' Association asked Judge Vinson Carter to grant a restraining order to prevent the union printers molesting the employes of the Levey plant. The International Typographical Union, Indianapolis Typographical Union No. 1, James M. Lynch, president of the International Union; Edgar A. Perkins, president of the local, were made respondents. The argument for a temporary restraining order was heard on Saturday, March 24, but further action by the court was indefinitely postponed.

The bankers of the State were also appealed to by the issuance of the following circular:

In olden times—that is, prior to 1906—when large printing establishments were under the domination of the Typographical Union the ambitious young printer student of a small town was denied the right to complete his education and perfect his skill by a season of practice in any of the great metropolitan printing houses. Union rules limited the number of apprentices to the end that printers might become few and fancy priced. But now has come the young printer's day of opportunity, for the proprietors of the big shops have taken over the management of their own business, thereby relieving the Typographical Union of heavy responsibility and making it possible for the young American to learn the printing trade under the best possible conditions. Our banker friends who know of young men of pronounced talent, as shown by their work in small printing offices, may arrange for them to take a post-graduate course in the houses of Levey Bros. & Co. Any young man of two or more years' experience in a newspaper or job office who comes recommended by his banker will be placed on our waiting list of applicants, and a position given him at good wages whenever we have an opening for him. The training he will receive here will be better than afforded by any technical school, and his sojourn in Indianapolis, whether of months or years, will be made exceedingly pleasant for him. Character building is quite as important as improvement in handicraft, and we will see to it that our young men have the right kind of surroundings and associates in both their home and shop life while in our employ. In our model plant there is no strike, no strife. We believe we have the finest force of skilled workmen in America, and thousands of letters from our customers say that there is rejoicing throughout the land over the fact that we have regained the right to have employes of our own choosing and to teach them the trade in our own way.

Application and recommendation should be addressed to A. M. Glossbrenner, vice-president, Levey Bros. & Co., Incorporated, Indianapolis, Indiana.

With a desire to secure an official statement as to the accuracy of the complaints set forth in the foregoing circular, the Labor Commission asked an official of Typographical Union No. 1 for an explanation, to which the following was made:

To me it is a matter of regret that Mr. Glossbrenner has smirched himself and the members of the local Typothetæ, whom he officially represents, by such misstatements. The circular, coming from their organization, makes it appear in an unenviable light, and those to whom addressed will not remain deceived always. First, the statement that when large printing establishments were under the dominion of the Typographical Union the ambitious young printer student of the small town was denied the right to complete his education and perfect his skill by a season of practice in any of the great metropolitan printing houses is wholly disproved by the fact that out of an approximate membership of

500 in our local organization fully half came from country towns, finished their trades and joined the Typographical Union. Furthermore, the statement is completely refuted by the significant fact that the national organization keeps constantly in its employ a number of agents whose duty it is to look after the interests of unorganized country printers.

Again the *Typothetæ* circular says: Union rules limited the number of apprentices to the end that printers might become few and fancy priced. The truth is, the apprentice system of Typographical Union is not to limit but to wholesomely regulate and promote the welfare of the three correlated interests which that system involves—the apprentice, the jour printer and the employer. The system is based upon long years of experience, and through constantly changing conditions, during which all interests have been carefully studied with the single idea of mutual benefit. To restrict the number of apprentices in an office too greatly would throw much of the necessary yet crude work upon higher priced workmen, thus unjustly burdening them and causing financial loss to the employer; and depriving worthy youths of that opportunity to which they are entitled to learn a useful and honorable occupation. On the other hand, upon the proficient printer rests the responsibility of teaching the apprentice the lessons necessary to make him a competent workman; if, therefore, the number of apprentices is excessive the printer must slight either his own assigned work or neglect the apprentice, which in either case entails a loss to the employer; or if the jour is a piece hand the loss of time in giving such instruction falls upon himself, which is a rank injustice.

On Sunday, September 2, at a regular meeting of Indianapolis Typographical Union No. 1, the eight-hour workday was decided won, "with no open shops," and the strike declared off.

#### FREIGHT HANDLERS, INDIANAPOLIS.

On Sunday, October 1, 1905, one hundred and forty-five freight handlers in the employ of the Big Four Railroad at Indianapolis struck for an advance in wages. The strikers consisted of "truckers," "callers," "deliverymen" and "receivers," representing four of the several departments into which the freight house force was divided. The "checkers" employed by the company made no demand for an increase, and refused to join in the strike. A goodly number of the dissatisfied workmen had been with the company for many years, and because of their long and faithful service had come to be regarded as permanent fixtures on the company's payroll.

On Friday, September 22, the workmen presented to the Big Four officials a written demand for an increase in their wage scale,

which approximated a 20 per cent. raise, and accompanied this demand with another that an answer be given on October 1 following. The advance asked for was: "Truckers," from 15 to 17½ cents per hour; "callers," from 16 to 18½ cents; "deliverymen," from 16 to 18½ cents, and "receivers," from 16 to 18½ cents. In addition the men asked for time-and-a-half for overtime and Sunday work—having previously received straight time for all overwork, with eleven hours as a regular workday.

When the time arrived for the expected answer to the demand a committee of employes consisting of Messrs. John Hackett, Hugh O'Gara, Michael Conway, Thomas Carr and Charles Williams, called on Mr. John Q. Hicks, local freight agent for the Big Four Company, and asked for an answer to their demand. Mr. Hicks told the men their demands had been properly filed with those officials of the company who alone had authority to pass upon them, and that a conclusion had not yet been reached; but that when a decision had been made they would be promptly informed of it, and expressed the hope that the men would patiently await the result. Mr. Hicks also suggested that the men consider a proposition to handle the freight by the ton, commonly called the "tonnage plan." He pointed out that some competing lines employed this method of compensation, and that it had proved satisfactory wherever used. The committee objected to this proposition for two reasons: First, because by this method it would be made possible for favoritism to be shown to certain workmen, a disagreeable condition alleged to exist in other freight houses; and, secondly, the "tonnage method" would be impractical because of the disadvantageous conditions existing in the Big Four freight house, which would require more trucking and other extra work not found in other freight houses. For these reasons the men refused to consider the "tonnage" proposition.

Having failed to receive a satisfactory answer to their demands, the committee withdrew and reported the result of their conference to their fellow-workmen. They, believing ample time had been given, and that they were being "trifled with," resolved to enforce their demands by striking, and withdrew in a body—145 in number. The "checkmen," about thirty in number, who did not ask for an advance, remained at work, and were employed in loading

and unloading perishable freight, but the less perishable merchandise was not handled during the day of the strike.

The strikers stood in clusters in the neighborhood, and, as a body, were quiet and orderly. One man, however, in the afternoon, appeared on the platform where the "checkmen" were working, and sought to induce them to abandon their work. Upon refusal to comply with his wishes, it is alleged he assaulted two of the workmen, one of whom received injuries which required medical treatment; but he was enabled, later in the day, to return to his work. The assailant was promptly arrested and placed under bond of \$25 for assault and battery. Before the assault, however, Mr. Hicks, who is a member of the Indianapolis Board of Safety, secured the services of a cordon of policemen to prevent disturbance. The men complained of this act as being unfair on Mr. Hicks' part by taking advantage of his official position as a member of the city Board of Safety to cast an imputation on their good name as law-abiding citizens.

Their protest was of no avail, however, for eight policemen, under Sergeant Weaver, were lined up around the freight house. While there was no sign of disorder at any time after the one assault, whenever the strikers congregated in groups of three or four they were gruffly ordered by the police to "move on." Many members of the City Council denounced the use of the police for "intimidating purposes." A resolution was prepared by Councilman Moriarity, which was to have been introduced, condemning the administration for the action, but the Council adjourned unexpectedly, and he had no opportunity to offer the resolution. The Labor Commission is impressed with the belief that this was nothing but a bit of political buncombe.

Mr. Hicks was greatly incensed at the statement made in which he was accused of using his political influence and his membership on the Board of Public Safety for protecting the Big Four. He said his attitude was that of any man who had the interest of his employer at heart, and that he had not sought to use his membership on the board for the purpose of protecting the company more than he would had he been engaged in any other business.

"The Big Four Railway is a heavy taxpayer," said Mr. Hicks, "and it is entitled to police protection the same as any citizen or

taxpayer. I had reason to believe the striking handlers would resort to violence—in fact, I was so informed—and when I learned of this I immediately asked that a squad of police be sent to prevent trouble."

Immediately after the strike 160 Italians, Hungarians and negroes were taken from Brightwood, where the Big Four car shops are located, to the freight house and put to work. These had been in the employ of the company as section hands, and few except the negroes could understand English. The ignorance of the foreigners made it necessary to give each of them a slip bearing the number of the car to be loaded; all of which occasioned much delay, but in the end considerable headway was made.

During the afternoon a committee consisting of Messrs. Conrad Carr, Charles Williams and Edward McBride waited on Messrs. Hicks and Van Winkle and renewed the demand formulated and presented on September 22. The committee told Mr. Van Winkle that the men were determined to have 18½ cents per hour, and time-and-a-half for overtime and Sunday work, and that there would be no settlement made until the concession was granted. Superintendent Van Winkle refused to treat with the committee for the reason, as he alleged, that they did not legitimately represent the strikers, inasmuch as they were not organized. He agreed, however, to meet the strikers en masse. Accordingly a meeting was arranged for Monday, October 2, at Parnell Hall. Mr. Edward McBride was chosen chairman of the meeting. The hall was crowded when Messrs. Van Winkle and Hicks were presented to the assemblage. Mr. Van Winkle was invited to make a statement of the company's attitude and purpose, and the latter gentleman then reviewed, in an impartial manner, the various features of the strike. He reminded the men that when they filed their demand for an increase in wages they were told that it would be referred to the officials of the road, who alone had the authority to consider the matter; that it had been so filed in absolute good faith, and that it would be taken up in its turn, like any other business proposition; and that the men themselves thoroughly understood the methods employed in the adjustment of such a proposition. He also reminded them that they were told a second time on the morning of the strike that when the demand for an increase had been taken up and a decision reached they would be promptly

informed of the result. He said he had no power with himself as superintendent of the Big Four Railroad to pass upon their demands. He also said he positively would not take them back as a body, but that if they applied to him as individuals he would give a great many of them their former positions. They had not acted fairly, he said, in walking out as they did, while their demands were still being considered by the officials of the road. He said they should have followed the procedure of labor unions, in submitting their demands, and then allowing time for them to be carried up to the proper officials, and acted upon in the regular way.

Following this conference, which failed to secure the reinstatement of all the strikers pending a final report of the railroad's officials, a movement was inaugurated to organize a local union under the jurisdiction of the International Union of Interior Freight Handlers and Warehousemen, headquarters at Chicago. To accomplish this object, Mr. P. J. Flannery, president of that organization, was sent for, and personally directed the organizing of the men, after which an effort was made to organize all the freight handlers in Indianapolis, several hundred in number. It was said at the time that after the completion of such organization a general movement would be made for an increased wage in all the freight depots in the city, but Mr. Flannery exacted from the men a promise not to precipitate a strike as a means of accomplishing that object. At last report the union was prospering. Immediately following this fourteen of the thirty "checkers" of the Big Four freight house, who had refused to walk out in the first instance, joined their fellows on strike. They declared, as a reason for so doing, that they had been instructed by the management of the freight house to work all truckers, callers, receivers and deliverymen to the utmost limit of their capacity, and to work them overtime and on Sundays. They claimed to have been told that the company was 265 car loads of freight behind in its shipments, and that the new force, which was a quarter larger than the old one, must be pushed to the utmost to make good the average. They also claimed their wages were too small, being compelled to work eleven hours per day, six days in the week, and each Sunday until 3 p. m., for \$50 per month, and that they received no extra pay for overtime. This, they claimed, was contrary to the custom prevailing in other cities, and in some of the other freight houses in

Indianapolis. The inconvenience experienced by the withdrawal of these was brief, as their places were quickly filled, and business proceeded as usual.

The negotiations carried on by the Labor Commission were with Mr. Flannery, representing the men, and Mr. J. Q. Van Winkle, representing the company. Pending a final decision as to an increased scale and overtime pay on the part of the higher officials of the Big Four Company, the men made personal application for reinstatement and a large majority of them were put to work at their old jobs without prejudice, after having been out a fortnight.

#### BARBERS, LOGANSPORT.

On Tuesday, July 18, 1905, the Labor Commission received a message from Mr. O. P. Smith, of Logansport, conveying the information that a strike existed in that city, and asking the aid of the Labor Commission in its settlement.

Upon investigation it was found that on Wednesday, July 12, 1905, forty barbers of Logansport had struck against an increase in the hours of labor; also to enforce a recognition of their union; secure the renewal of a contract, and against the "open shop," in all of which contentions they were successful.

The barbers were all members of Local Union No. 48, working under a charter from the International Journeymen Barbers' Association of America, headquarters at Indianapolis.

The employing barbers of Logansport, thirty-two in number, were also organized into what they called the Boss Barbers' Protective Association, and were also backed by the local Employers' Association, which latter organization zealously championed their cause.

On July 12, 1903, the employing and the journeymen barbers made an agreement which, among other stipulations, provided for a half-holiday each week, to be taken at such time as best suited the convenience of the respective employers. This agreement was to run for two years, and just before its expiration on July 12, 1905, the Barbers' Union, through a committee consisting of Charles Demerle, R. P. Hannahan, Patrick McGaughey, Fred Fuller and Lawrence Waldemuth, asked for a renewal of the old agreement. The proffered agreement the employers were petitioned to sign read as follows:

We, the employing barbers of Logansport, do hereby agree to give the members of the Journeymen Barbers' Union No. 48 a half day off each week and a half day on all legal holidays, except Labor Day, when we agree to close for the entire day.

The employing barbers, however, rejected the proffered agreement, and made reply as follows:

We are instructed to inform you, the members of Journeymen Barbers' Union No. 48, that at this regular meeting the Barbers' Protective Association resolved to do away with the half holiday each week, beginning July 3 of this year.

(Signed)

G. L. BROOKS, President.

JOHN W. PARKER, Secretary.

The journeymen barbers were not satisfied with this action of their employers, and through the same committee replied as follows:

The journeymen barbers agree to a half day on all legal holidays except Labor Day, and if your organization will let us keep our weekly half holiday we agree to dispense with the fines for the half days on which we work.

(Signed)

CHARLES DEMLEY, Secretary.

In reply to the foregoing the employers sent the union men notice that they were willing to give a half-holiday at their own discretion, providing the journeymen work a half day on all holidays except Labor Day.

This last proposition meant that a half-holiday would be given whenever the employers were so inclined, and was presented to the Barbers' Union on Thursday night, July 6, at which time the barbers issued their ultimatum that a weekly half-holiday must be granted, or a strike would ensue, and by a unanimous vote a strike was ordered.

On the following day, Friday, July 1, a committee of union barbers visited most of the employers and secured the signatures of twenty employers to an agreement granting a half-holiday each week, a half-holiday on all legal holidays, and a full holiday on Labor Day. The union shop cards were restored to those signing the agreement, and their former employes returned to work. Following is a list of those signing:

Joseph Malone, 321 Broadway.  
John Marray, 323 Broadway.  
Geo. W. Mabry, 385 Fifth street.

John H. Wall, 2 Sycamore street.  
 E. L. James, Barnett Hotel.  
 Wesley Grey, 226 Market street.  
 Val Young's cigar store, Market street.  
 J. Bailey, Steetner Building, Broadway.  
 Henry Fornoff, 410 Fourth street.  
 Charles U. Klein, 1625 Erie avenue.  
 Charles Long, 113 Sixth street.  
 John Ertle, 1224 Broadway.  
 Wm. McLochlin, 423 Twelfth street.  
 Wm. Hines, 1524 Market street.  
 Albert B. Wolf, 102 Burlington avenue.  
 Charles L. Kendall, 507 Twelfth street.  
 Jesse A. Zellars, 809 Fifteenth street.  
 James Carter, 1 West Market street.  
 Frank G. Nelson, 804 Fifteenth street.  
 Joseph Heyworth, Burlington avenue.

By this success on the part of the journeymen the situation was greatly simplified and conditions improved, but still there remained eleven shops (some of them among the larger ones in Logansport) to reckon with. Those refusing to sign the agreement and to employ union labor were as follows:

Jacob Anheir, 418 Third street.  
 Lindsay G. Brooks, 302 Fifth street.  
 Frank J. Carter, 312 Third street.  
 C. Jones, 303 Broadway.  
 Alfred Dickerson, 103 Sycamore street.  
 Henry Harris, 324 Third street.  
 Wm. Kraut, 403 Market street.  
 H. Turner, 305 Broadway.  
 Rea & Parker, 537½ Broadway.  
 Mark P. Miller, Pearl street.  
 Al Marvin, 315 Sycamore street.

On Sunday, July 9, the Logansport Central Labor Union, by request, took up negotiations, but, after one or two efforts, failed to secure the signature of the remaining eleven employers.

Meantime some of the affiliated labor unions of Logansport voted weekly assessments on their membership in aid of the barbers—the union cigarmakers making their assessment fifty cents a week per capita.

The employers, or some of their sympathizing friends, circulated the disquieting report that the journeymen barbers had demanded that the half-holiday be given on Saturday afternoon. An investigation by the Labor Commission developed the fact that the

report had no foundation in truth, many of the employers testifying to the untruthfulness of the charge. It was plainly manifest that the circulation of the report had some sinister purpose—probably to prejudice the public mind against the workmen.

The Logansport Central Labor Union, through its committee, continued negotiations from day to day, with flattering success, until Monday, July 24, when the settlement of the strike was brought about by Jacob Fischer, national secretary of the Barbers' Union.

Mr. Fischer was in conference with committees from both the Barbers' Union and the Boss Barbers' Association. The Boss Barbers' Protective Association, representing the eight proprietors that had refused to sign the agreement granting the barbers a half-holiday off each week, met to consider the proposition Mr. Fischer had to make. The Journeymen Barbers' Union was also in session at the same time. The Boss Barbers' Protective Association delegated William Kraut as their representative, and Mr. Fischer represented the Barbers' Union. Both meetings remained in session until after midnight, when an agreement was finally reached and the bosses acceded to the demands of the Barbers' Union.

The strike resulted in a victory for the union men and has permanently settled the question of whether or not journeymen shall have a half day off each week. It was for this concession that they struck, and makes the second time they have succeeded in securing recognition of their claims.

#### WESTERN MOTOR COMPANY, LOGANSPORT.

On Thursday, January 11, 1906, one hundred and fifty workmen employed at the Western Motor Company's plant, at Logansport, Cass County, were locked out.

The Western Motor Company was organized and its plant established at Logansport in 1900; employs about 200 workmen, skilled and unskilled, and manufactures gasoline engines for automobiles exclusively.

Fifty of the workmen who were locked out were members of Bridge City Lodge No. 450, which was a local lodge of the International Association of Machinists, headquarters at Washington City. The remaining one hundred workmen locked out were apprentices, handy men and other unskilled and unorganized work-



men belonging to and employed in the machinists' department of the factory. The foundry and other departments were not affected by the lockout.

The cause leading to this lockout was based on the following communication:

Bridge City Lodge No. 450,  
Logansport, Indiana, January 1, 1906.

Western Motor Company:

Sirs—We, the machinists of the Western Motor Company, do request the following:

1. A nine-hour day, with an increase of 11 per cent. a day in wages.
2. All overtime, including all legal holidays, to be at the rate of time and one-half.
3. Machinists' work to be done by machinists only. A machinist includes a general machine hand—an erecting, floor or competent vise hand.
4. No other than machinists in good standing with the International Association of Machinists to be employed.
5. Apprentices shall be one to the shop at large and one to every five journeymen.
6. Apprentices are not to be employed under sixteen years of age.
7. Helpers and handy-men are not to be advanced to the detriment of machinists.
9. Hours to be reduced before machinists are laid off.
10. This agreement to go into effect on Monday, January 15, 1906.

FRIEND PREWETT,  
W. E. CUMMINS,  
R. W. LLOYED,  
A. W. KAUFMAN,  
Committee.

On Monday, January 15, a conference was held at the Western Motor Company's factory between the Labor Commission, representing the State of Indiana, and Messrs. J. Digan, general manager, and F. B. Wilkinson, secretary and treasurer of the motor company. The company's statement was substantially as follows:

The action taken by the company and the reasons for it are in brief these: The company had about two hundred thousand dollars invested in the business, and it is essential that anything that might tend to interfere with the progress of the business be anticipated and eliminated before the crucial moment appears when serious damage might be done to the company's business and credit by crippling the plant. There being some discordant elements in the organization as it existed, the harmonizing was deemed immediately necessary, and this lockout was adopted.

The men in the employ of the company had no special complaint, nor was there any serious trouble between the men and the company, but there was at times certain infractions of our working rules which needed correction lest matters grow worse, and reorganization was necessary in order to accomplish these corrections.

All the men in the machine shop were paid in full, and the work of reorganization will commence at such time as the company deems it advisable. The Western Motor Company has never discriminated against union labor, nor does it intend to do so, having always paid wages equal to the union scale or better. The company has certain rules which are deemed necessary to the success of the business, and will be glad to employ any man who will conform to these rules.

The company also criticised some of the workmen for the method they employed. It alleged that they made their demand for an increased wage scale on a running contract. The evidence showed that the company had made a contract with an eastern firm whereby it was to furnish, within a given time, a certain number of completed engines: that this contract was based on a certain wage scale; that to advance the wage scale on a running contract would cause a heavy loss to the company; that the men were aware of these facts, and, therefore, the men were acting in bad faith and attempting to take an unwarranted advantage of the company. Said one of the company:

We have found that in the assembling room men held back completed machines five and six hours, so as not to reduce the time limit. In competing factories machines were fully and completely assembled in from sixty-two to sixty-five hours, but in our factory the same work at times requires from seventy to seventy-five hours. One workman assembled a machine in sixty hours, and was warned by some of his fellow-workmen not to do so again for fear the time limit for such work would be reduced by the company. He thereafter obeyed the order, thus curtailing the output.

We positively know that some of the workmen were not honestly diligent, and consumed time in loafing and idleness that belonged to the company.

Again, some workmen visited in other departments than the ones in which they were employed, which annoyed the more industrious ones and impaired the discipline of the factory.

We have also been reliably informed that when nonunion men secured employment in the machinists' department they were asked for their "working cards," and when statement was made that they did not possess a "working card" they were threatened with violence, their tools taken, and they were subjected to other forms of annoyance.

We also charge that some evil-disposed person placed a chip under the "jig" of a boring machine in such a way as to destroy its usefulness.

The workmen entered a general denial of all these charges, except in a few specific instances. They said that where more time was consumed in assembling machines than was necessary it was invariably done by incompetent mechanics whom the company

would force upon them. They said they were able to discipline recalcitrant members of their organization under its laws, but that they had no control over the non-union workmen, who were responsible for derelictions of duty. Laggards, they claimed, there always would be in a factory where no discipline existed. They claimed that it was at times absolutely necessary to go into different departments of the factory in the regular performance of their work, for the purpose of procuring the materials necessary to complete the assembling process. Violence was prohibited by the laws of their organization, both local and international, they claimed, and if threats or attempts at intimidation of any kind were made, upon proof the offenders would be severely handled. Concerning the charge that one of the boring machines had been tampered with the men claimed that the machine was what is known, in the parlance of the trade, as a "double-ender," that is, one that works both ways, and had been operated by an inexperienced or unskilled man, and that in turning the "bit" he had negligently failed to fasten the pin, with the result that the machine was injured.

On Saturday, January 13, a statement appeared in the daily papers of Logansport to the effect that the machinists, or at least some of them, were "weakening," and making application for reinstatement, which elicited the following reply:

The members of the machinists' union recently discharged by the Western Motor Company for asking for an advance in wages wish to make an emphatic denial of the statement given out by the company that the union men were applying for reinstatement. They have a strong organization, and positively assert that not a man has signed an application, which, by the way, is something new, as no man was ever asked to sign any application before this trouble came up.

The apprentices, "handy-men" and other employes were discharged without notice, and for no just cause. They have taken a decided stand with the machinists, as is evidenced by the large meetings held every day, and the former employes to a man have signified their intention of staying away until some adjustment of the trouble is made.

On Monday, January 15, the Labor Commission secured a conference between Messrs. Digan and Wilkinson, representing the company, and Mr. P. J. Conlin, first vice-president of the International Association of Machinists, of Washington City, during which the subjoined rules were submitted by the company to Mr. Conlin and the Commission for review and approval. With

slight amendments Mr. Conlin said they were acceptable to him, and it was agreed that they should be submitted to the executive committee of the union for ratification. This was done on the following day, the committee claiming that while it had "power to act," it preferred to submit the rules to an open meeting of all the locked-out workmen, both organized and unorganized. This meeting was called and the rules read and discussed. Following are the rules:

THE WESTERN MOTOR COMPANY.

*Application for Employment.*

The undersigned hereby makes application for employment in the works of the Western Motor Company, and submits the following statement of facts:

Logansport, Indiana, . . . . . 190 . . .

Name . . . . .  
 Where born . . . . . Age . . . . .  
 Address . . . . .  
 Occupation . . . . .  
 Last employed by . . . . .  
 Was in their service . . . . .  
 Quit on account of . . . . .  
 Married or single . . . . . Family . . . . .  
 Address . . . . .  
 From . . . . .

This is a true statement.

Signed in the presence of

In consideration of employment by the Western Motor Company the person above named hereby agrees with said company as follows:

1. To faithfully render the services which are undertaken, and for which the company pays.
2. To conform with the shop rules, and carry out instructions given by the foreman or officers of the company.
3. In case any reasonable ground for complaint exists, to report the facts, first to the foreman, and if no redress is thus obtained, to bring the matter, preferably in writing, to the office of the company through the time-keeper or one of the officers.
4. For the purpose of computing wages to allow the company to retain one week's wages in the office, and thereafter to receive wages on their regular pay day, which is Saturday of each week, at 5:00 p. m.
5. Not to issue an order on the company against wages earned.
6. Employes losing their positions by discharge or otherwise must have their tool account correct before receiving their pay.
7. Any person entering the employ of the company accepts the rate of wages per hour being paid in that department, as full compensation for their services. This has no bearing on overtime. Superior service to be rewarded.

8. This shop will be run as an open shop, same as heretofore; no discrimination between union and non-union men; and no employe shall enter into any conversation concerning organizations while on the company's premises.

9. Working hours to be from 7:00 a. m. to 12:00 m. and 1:00 p. m. to 6:00 p. m. The night force from 6:00 p. m. to 12:00 m. (one-half hour for lunch) 12:30 a. m. to 6:30 a. m.

10. Employes reporting for work more than five minutes after starting time will be docked one-half hour.

11. Abusive language, talking or visiting between employes in their own or different departments during working hours will not be allowed.

12. Employes must be prepared to start work promptly on time, and must not stop machines, or remove overalls, or wash up before quitting time.

13. Employes damaging any property of this company will be discharged.

14. Employes failing to get the proper amount of work out of the machine or bench will be discharged.

15. Employes having tools to be repaired will report the same to the foreman.

16. No one will be allowed to leave his room for any cause without permission from the foreman.

17. Foreman will allow no visitors to enter his room without a pass from the office.

18. Foreman will be held responsible for the enforcement of these rules.

19. Each employe is required to report to his foreman any defects or imperfections found in machines or tools he is given to operate.

THE WESTERN MOTOR COMPANY,

.....Supt.

In addition to the foregoing shop rules, the following conditions of settlement were added:

1. The company will reinstate all except five men without prejudice.
2. The company will meet a committee of its employes for a discussion of the wage question. To be met as individuals.
3. Will discuss the apprenticeship question.

After the adjournment of the "open" meeting, in which all the locked-out workmen participated, including not only the skilled machinists, but also the apprentices, roustabouts, handy men and others, the members of the Machinists' Union held a special session, during which the application blank and shop rules were discussed at length. A vote as to the acceptability of the motor company's proposition was taken, and, on the recommendation of Mr. Conlin, they were rejected. They then instructed the Labor Commission to:

1. Tell the helpers and the handy men that the offer of the company for employment is not acceptable to the union machinists, and they have decided as a body to refrain from working, and invite their co-operation.
2. Tell them if they think they cannot hold out in the struggle they are free to go back.
3. Tell the Western Motor Company that we declare its engine building department unfair to organized labor, and have it understood that any one working in that department will be considered an unfair workman.
4. We now release all our machinists to open jobs elsewhere.
5. Notify the company that union machinists will consider a Reutuber Engine, which is the patent they make, an unfair product until some understanding is had on the wage question and apprentice question, as submitted in their petition, and that we will so report it to headquarters of the International Association of Machinists and National Chauffeurs' Association.
6. That we demand the reinstatement of all our men without prejudice.
7. A full discussion of the wage question, and reasons given why the 11% increase can not be granted.
8. A satisfactory understanding on the apprentice question, and some regulation thereof.

On Monday morning, January 15, the Motor Company reopened its machine shops, and resumed business with the assistance of six partially skilled workmen and a few handy men. On the same date a representative of a Kokomo factory appeared in Logansport and offered to employ twenty-five of the locked-out machinists at the wages they were demanding, but the men preferred to remain at home and "have it out" with the motor factory. Later on, however, some of the machinists accepted the Kokomo proposition.

The first three weeks of the lockout the workmen environed the motor factory with pickets, whose duty it was to intercept and dissuade persons seeking employment of the company. During this period no disturbance of any kind occurred, the instructions from the officers of the union being to use caution and civility in approaching persons supposed to be seeking the places from which they had been driven because they had asked for an increase in wages and shorter hours of employment.

On Monday, January 29, two of the men were fined in Judge Smith's court for assaulting men who were working at the plant.

Members of the Machinists' Union said they were not in sympathy with the tactics of the two men.

On Wednesday, January 31, the Motor Company complained to

the Logansport police department that threats had been made against the safety of eighteen non-union machinists who had arrived from Cincinnati on the previous Monday, and secured for them police protection. The company also asked for and was granted a temporary restraining order by Judge John S. Lairy, of the Cass County Circuit Court, against forty-four members of the Machinists' Local Union. The restraining order was to remain in force until February 22, at which time the defendants were to appear in court and show cause why the order should not be made permanent. After numerous postponements the case came up on June 13, when the plaintiff motor company filed additional complaint, and defendants filed objections thereto. The case never proceeded further, and the factory is in satisfactory operation.

#### HATTERS, WABASH.

On Thursday, February 22, 1906, one hundred and fifteen hatters, employed at the Pioneer Hat Works, at Wabash, struck. The trouble arose over the discharge of an employe, who was president of the local Hatters' Union, on the charge that he was an agitator and loafer, and that he prevented other men from working.

Mr. Nathan Meyer, founder of the Pioneer Hat Works, and head of the present firm of Meyer & Wagoner, made the following statement to Mr. Edgar A. Perkins, president of the Indiana Federation of Labor, who conducted the negotiations leading to a settlement:

Some weeks ago I discharged a man who was a member of the Hatters' Union. About eight days after this, I received a communication from the headquarters of the Hatters' Union saying that if the man had not been discharged for sufficient reason he should be reinstated. On the morning following I was waited on by a committee of my employes, members of the Hatters' Union, who told me that I must reinstate the man. I told the committee that I had received a letter to that effect from their national headquarters, and that I intended answering it before anything further was done. The committee asked to be furnished with a copy of the letter that was to be sent to their headquarters, and were told that they would be. They asked that they be furnished a copy immediately, but I informed them that the letter had not been written, and would not be until later in the day, but that as soon as it was written it would be given to the committee. At 1 o'clock the committee again waited on me and demanded a copy of the letter. They were again told that the letter had not been written; but the committee was insistent, and I agreed to have the letter written immediately. This

was done, and the committee then asked the privilege of calling a shop meeting to discuss the matter. This was accorded them. Later on in the afternoon the committee again waited on me, and told me that I would have to immediately reinstate the discharged man, or the shop would strike. I declined to do so, insisting that until I had received orders from headquarters that I must so do I would ignore the demands of the local union; that headquarters had not yet heard my side of the case, but that if, after my side had been presented, the demand was insisted on I would comply therewith. The men demurred to this, and gave as a finality the reinstatement of the man or a walkout. To this I replied that if the men struck before instructions from headquarters so to do I would in the future refuse to have further dealings with the union. The men struck.

The girls employed in the trimming department, all of whom were members of the Hat Trimmers' Union No. 11,594, continued at work for a few days after the hatters had struck, there being sufficient stock ahead to permit of their employment. About a week after the strike, however, work had become slack in the trimming department and some of the employes were let out as the work slackened. On the Saturday following the strike, the girls that were left quit in a body. I asked them not to do this, insisting that they remain at work until they had been ordered out by the union. This they refused to do; but in a flippant manner they informed me that they would not work in a "scab" factory.

Mr. Meyer's statement relating to his trouble with the trimmers and the story the trimmers tell differ in several particulars. The members of the Trimmers' Union continued at work, as Mr. Meyer stated, some time after the hatters had ceased work. But the product from the hat department having ceased to come into the trimming room because of the strike, the necessity for the trimmers remaining in employment terminated. On the Saturday referred to by Mr. Meyer several of the girls employed in the trimming department went to the factory to get aprons they had been wearing while at work, to have them washed; others who wished to do sewing at home while the strike was on, went after their scissors. Mr. Meyer, according to the story of the trimmers, interpreted this action on the part of his employes as an intimation that they were severing connection with the factory. He insisted that they should not take their belongings from the factory, and when they insisted, he notified them that his agreement with their union was at an end, and that, while he would be glad to employ them in the future as individuals, he would not again enter into negotiations with the union. Members of the Hat Trimmers' Union, as such, could not again work in the factory.

On Tuesday, February 27, fifty non-union men, all unskilled,

made application for positions and were placed at work in the places made vacant by the striking hatters. There were no hostile demonstrations or attempts at restraint. Many other men and girls also made application, but were rejected, because the company found it impossible to take on and instruct so many inexperienced employes at once.

On Thursday, March 1, Messrs. J. A. Moffit and J. P. Mayer, president and secretary respectively of the United Hatters of America, visited Wabash for the purpose of settling the trouble. Messrs. Meyer and Wagoner refused to accept any pacific propositions, and told the officers of the union that the factory would never be operated as a union factory again while they owned it.

The Hatters' Union actively took up the fight against the Pioneer Hat Works, and several men were put on the road to curtail the business of the company. In this they were successful, and as a result the fight was won after something over three months.

According to the terms of settlement with the hatters, all the strike-breakers, with the exception of one man, were discharged. Several foremen who refused to respond to the call of the union were reinstated and were fined by the union \$100 each. With this settlement the representatives of the hatters' national organization signed with the firm and returned to work.

In this settlement no provision was made regarding the Trimmers' Union. Complaint was made of various acts on the part of the members of the Trimmers' Union, that the firm insisted were arbitrary, and of a nature that did not appeal to a continuance of harmonious relations. It insisted that the wages paid in the hat works were relatively higher than those received by women labor in other factories in the State, and submitted their pay-roll for inspection. It was found that the wages varied; that some made as much as \$2 a day, while others did not make a dollar a day. The firm explained this difference by saying that some of the employes put in their time to good advantage; that others were inclined to "soldier," and still others did not put in the hours in the factory sufficient to make good wages. On investigation among the members of the union it was found that these statements were largely correct. It is probably true, however, that the hat trimmers in Wabash receive somewhat under what is paid in other localities for the same class of work.

The firm also complained that in the matter of apprentices they were unduly restricted, claiming it was denied the right to employ an apprentice, but that when one was desired she must be selected by the union. The firm asserted that it should be its right to employ the apprentices. It was also claimed that the union was inclined to be arbitrary in other matters.

Mr. Meyer insisted that four of the strike-breakers be taken into the Trimmers' Union, three of whom had been former members of the union, which was finally conceded.

During the time the trimmers were out the firm installed two new machines, with the mechanism of which the old employes were unfamiliar. One of the girls was being instructed how to operate it by the one who installed the machine. Mr. Meyer asked that the latter be permitted to work in the factory for a period of two weeks, so that she might instruct some of the old employes in the use of the machines. This was agreed to, but through some manner she was informed that her stay in the factory was to be of short duration, and she refused to instruct any one. As a consequence, the machines remained idle, and the firm was insistent that some way be provided whereby they could be put in operation. After this settlement had been agreed to the girls were told by Mr. Perkins to return to work. Instead of doing so, the union asked for an increase in the bill of prices during his temporary absence. The firm proposed the new machines be operated for a period of two weeks at 10 and 15 cents a dozen, and this was agreed to, and the union was so informed. But in the new bill which the union presented a flat price of 25 cents a dozen was proposed. The firm refused to grant the increase. It was pointed out that there had been no demand of this nature on the part of the hatters, that they had gone back for the same wages and conditions that had prevailed antedating the strike; and that, in view of the losses the firm had sustained incident to the strike, it would be impossible to increase wages. Mr. Perkins insisted that it was due the firm that it be permitted to work its machinery without further interference. Both the representatives of the union and the firm agreed that the work accumulated was far in excess of what it should be, and that something should be done to get it out; that so long as it remained uncompleted it was working a detriment to the rest of the factory, many men being kept idle until the trimming department could

catch up with the work. At this juncture Mr. Perkins drafted the following bill of prices, which was finally accepted by both sides, and the trimmers returned to work:

Wabash, Indiana, July 5, 1906.

It is hereby agreed between the Pioneer Hat Works, party of the first part, and the Hat Trimmers' Union No. 11,594, affiliated with the American Federation of Labor, party of the second part, that the following bill of prices shall be in effect on and after date above set forth.

It is also agreed that the constitution and by-laws of Hat Trimmers' Union No. 11,594, copy of which we herewith attach, shall be accepted as rules governing said local union and shall not be changed as affecting working rules during term of this agreement, save with the agreement of the party of the first part, and in addition thereto, the following shall be enforced, and any conflict between the following sections and the constitution and by-laws of said local union, shall be construed according to the sections set forth.

**APPRENTICES.**

There shall be permitted one apprentice for each ten journeymen employed, and the term of said apprentice to be six months, when if competent she shall on application to the union, under said laws governing the union, be admitted to membership. Age of apprentices to be between the years of 15 and 20, save where an agreement is reached between the shop committee and firm. The party of the first part agrees not to employ any as apprentices who would be objectionable to the parties of the second part on moral grounds. Apprentices employed shall receive no pay for the first two weeks' work.

**SHOP COMMITTEE.**

There shall be composed by the original party of the second part, a shop committee of five, to whom shall be referred all questions arising under this agreement. Decisions of the shop committee shall be binding on the members, subject to appeal to the organization under rules governing. Should it be impossible for the shop committee and the firm to come to an agreement, the matter shall then be referred for settlement in regular order to the American Federation of Labor.

**STRIKES AND LOCKOUTS.**

It is agreed that under this agreement, there shall be no cessation of work by party of the first part, of any differences arising under consideration of the agreement, until said cessation of work is sanctioned by the American Federation of Labor, and it is further agreed by party of the first part, that there shall be no lock-out arising over construction of this agreement, until all efforts have been made to adjust matters.

Where girls working at one branch of the business at day work are shifted to another branch of the business where piece work is done it shall only be with agreement between the shop committee and firm.

	Per Doz.
D. P.....	30c.
OOO B. A.....	32c.
D. P. two ended bows.....	32c.
A. A. X. C. DD. XX. F.....	37c.
Common whip-ins .....	35c.
Leading cord whip-ins.....	45c.
Lapped sweats .....	40c.
Seamed sweats .....	45c.
Stock sweats .....	25c.
Stock two ended bows.....	27c.
Reed leathers alone.....	25c.
Common whip-in leathers.....	30c.
Leading cord whip-in leathers.....	35c.
Banding alone .....	12c.
Tips .....	5c.
Over-cords .....	5c.
Over-bands .....	5c.
Ventilators .....	5c.
Odd tickets at the same rate as regular hats.	
Knock downs at the same rate as regular hats.	
Welted by hand.....	30c.
Samples as they run.....	45c.
Samples welted by hand.....	32c.
Snappers .....	5c.
Knock downs snapped at the same rate as regular hats per doz.	
Callie Overstreet, per week.....	\$5 00
Hattie Kridet (binder), per week.....	6 00
Marie Bolan (weigh out girl), per week.....	6 00
Lussie Kendall, per week.....	6 50

This agreement to be in effect for one year. A notice of thirty days must be given in case of a change.

It is agreed that under consideration of this agreement being entered into between the Pioneer Hat Works and Hatters' Trimmers' Union of Wabash, that the union shall admit to inmembership Edythe Mipe and Blanche Bloinger.

It is further agreed regarding the banding of hats, that the scale of 10 and 15 cents proposed, shall be in effect for two weeks, at the end of which time the scale and bill of prices under terms of agreement: With a request for increase from 43 to 45 cents for work known as leading cord whip-ins, shall be placed at 45 cents.

The accepting of the foregoing price list and the reinstatement of the working force of the trimming department marked the beginning of a better feeling between the former contestants and a renewal of work in all departments of the factory.

## PAINTERS, INDIANAPOLIS.

On Monday, April 2, 1906, one hundred and fifty painters at Indianapolis were locked out for asking for an increase of wages. They had been receiving 35 cents per hour, with an eight-hour workday, under a verbal agreement with the employers made at the beginning of the building season of 1905, and asked for 40 cents, with the same hours and working conditions.

The workmen were all members of Local Union No. 47, holding a charter under the Brotherhood of Painters, Decorators and Paperhangers of America, headquarters at Lafayette.

There were fifteen contracting firms involved, as follows:

B. Ellig.....	304 E. Market Street.
P. Hoffman.....	1025 E. Market Street.
F. Jenkins.....	1002 Congress Avenue.
Chas. Davis & Son.....	950 Congress Avenue.
W. A. Johnson & Son.....	1935 Ashland Avenue.
J. A. Marshall & Bro.....	1405 Fletcher Avenue.
Wm. Muecke & Son.....	124 Virginia Avenue.
C. A. Wilhelm.....	2501 E. Tenth Street.
H. Ramje.....	1169 Spruce Street.
F. J. Mack & Co.....	26 Kentucky Avenue.
Fertig & Kevers.....	40 E. Washington Street.
G. D. Green.....	1007 Lexington Avenue.
J. H. Ballman & Co.....	814 N. New Jersey Street.
Michael Derleth.....	225 Downey Street.
Z. C. Lewis.....	2543 N. Illinois Street.

These individuals and firms were members of the Master Painters' Association, of Indianapolis, and were aided in this contest by the local Employers' Association.

It had been the custom of the Painters' Union for years previously to formulate its wage scale and working rules, submit them to the contracting painters of Indianapolis, and ask for a conference with a view to establishing working relations for the ensuing year. In accordance with this custom, in December, 1905, the organization established the following:

## TRADE RULES.

1. Eight hours shall constitute a day's work, to be made between the hours of 7 a. m., and 5 p. m., forty-eight hours to constitute a week's work. To allow shops not to exceed twenty minutes per day, such time to be deducted from Saturday: to allow shops not to exceed thirty minutes per day, from the 15th of September, such time to be deducted from Saturday.

2. All overtime shall be rated as time and one-half; double time to be paid for Sundays, Fourth of July, and Christmas. No member shall be allowed to work on Labor Day.

3. The minimum wage shall be 40 cents per hour, said wages to commence April 1st, 1906, and continue throughout the year, until March 31, 1907.

4. To work with none but brotherhood men, or such as will signify their intention of becoming members on the day they go to work, and give good security that they will do so. Said security shall consist of an order on his employer for the amount required by the union. Said order to be collected by the member receiving it in weekly installments of \$5 each.

5. To allow shops that average ten or more journeymen painters two apprentices, and to shops that average less than two journeymen no apprentice will be allowed.

6. Employers sending members out of the city into the vicinity where they return after working hours shall pay their transportation to and from the place of work.

7. Employers sending members out of the city shall be required to pay board during absence and transportation going and returning.

8. These rules go into effect April 1, 1906, and hold good until April 1, 1907, and are binding on all members of this union, and all master painters working said members for all work done either in or out of Indianapolis.

The foregoing rules were identical with those which had been adopted by the union and accepted by the employers for years, with the exception of the matter of wages.

During the first week of January, 1906, Mr. W. G. Hyde, secretary of the union, sent to each of the contracting painters of Indianapolis a copy of the trade rules, with a plea for their favorable consideration and adoption. Seventeen contractors and firms accepted the trade rules and prices, and agreed to continue the employment of union labor exclusively. Following are the names of those contractors accepting the trade rules:

Joseph R. Adams.....	611 Hudson Street.
Godfrey Mack.....	1744 Orange Street.
Seyfert & Long.....	1211 Pleasant Street.
William Waugh.....	118-120 E. Court Street.
Raynor & Weldon.....	1806 E. Eleventh Street.
Elmer O. Cassady.....	1022 N. Dearborn Street.
The Albert Gall Company.....	17-19 W. Washington Street.
Coppock Bros. ....	Pembroke Arcade.
Taylor Carpet Company.....	26-28 W. Washington Street.
Wm. H. Roll's Sons.....	46 Monument Place.
Roy Sturms.....	911 N. Temple Avenue.
Henry Kaley & Son.....	648 E. Sixteenth Street.

Cool & West.....2226 Bellefontaine Street.  
 M. O'Donnell.....1024 S. Meridian Street.  
 J. C. Ray.....126 N. Noble Street.  
 McGibbons & Manson.....1214 Calhoun Street.  
 The William Coppock Company.....41 Union Trust Building.

The foregoing contractors were not members of the Master Painters' Association, and were in no way bound by the rules of that organization, nor the Local Employers' Association, of which the Master Painters' Association was an affiliated body. Being "independent," they were free to make their own agreements untrammelled by outside restraints or influences. It was charged that both the Master Painters' Association and the Employers' Association had threatened the "independent" contractors with an exterminating boycott if they should agree to the working rules of the Painters' Union, or refuse to conform to the "open shop" proposition. On careful investigation by the Labor Commission, in one instance this was found true, but the charge that a war of "extermination" was to be inaugurated by the Master Painters' and the Employers' Association was not made conclusively manifest; but it was plainly evident that there was an antagonistic feeling of the two associations against the "independents" for refusing to aid in their fight with the Painters' Union.

Seventy-five days after the painters had submitted to the Master Painters' Association, through its secretary, Mr. J. W. Ballman, the new working rules, with a request for a conference concerning them, the following reply was made:

Indianapolis, Indiana, March 26, 1906.

To Painters and Decorators Union No. 47:

Gentlemen—Enclosed please find a copy of Resolutions and Rules adopted by the Master Painters' Association of Indianapolis.

Respectfully yours,

J. W. BALLMAN, Secretary.

Indianapolis, Indiana, March 13, 1906.

To the Officers and Members of Local No. 47, Brotherhood of Painters, Decorators and Paper Hangers of America:

Gentlemen—As usual you have sent to the Master Painters' your Trade Rules, and declare them binding on all who employ Union Painters without as much as showing them the courtesy of consulting them as to the advisability of a raise in wages, and other matters, taking it for granted that all that is necessary for you to do is to demand and they submit to anything you may see fit.

We, members of the Master Painters' Association, feel that the time has come when, as men engaged in business, we have some rights that ought to be respected by our employes as well as they expect us to respect theirs.

We do not deem it proper, in justice to our patrons as well as to ourselves, to grant the raise of wages asked for by you, and regard the demand out of all proportion.

You must be aware, out of nearly seventy-five painting firms in this city there are only about one-third employing union men, and members of our association who are required to bid against these firms, cannot successfully compete with them now, much less if they were compelled to pay higher wages.

We also believe it proper to scale the wages, and consider the present rule unreasonable. The idea of an inferior mechanic receiving the same pay as a first-class man is ridiculous in the extreme, and works a hardship on our business, as we are compelled at times, and especially so in the spring, when we are over-loaded with work and help is scarce, to employ some inferior men which we would not employ otherwise, and to pay these men the same as first-class men is demanding something that is unjust and unfair.

We also object to other points in your trade rules which throw obstacles in our way to compete on work from the city.

We also have experienced that of late years the men do not work to the interest of their employers as they used to, and not near the amount of work is done that could be reasonably expected of them. It has gone to the extent that men who work to the detriment of their employers are not even reported by their fellow-union men for reasons best known to themselves. In fact, our business, at one time a fairly profitable one, has of late years (on account of existing conditions) not been a desirable one.

We positively reject some of the demands embodied in your trade rules and for the better protection of our business and in justice to ourselves, we herewith submit our rules as passed by a unanimous vote of this association, the same to go into effect April 1, 1906:

1. Eight hours shall constitute a day's work performed between the hours of 7 a. m., to 5 p. m.
2. All overtime shall be rated as time and one-half; double time to be paid for Sundays, Fourth of July and Christmas.
3. The minimum wage scale shall be 30 cents per hour, the maximum  $37\frac{1}{2}$  cents per hour. Said wages to commence April 1, 1906, and continue throughout the year until March 31, 1907.
4. All shops to be "open shops." Union men not to be discriminated against.
5. Shops that average ten or more men to be allowed two apprentices, and one additional apprentice for every additional ten men. Below this average of ten men not more than one apprentice.
6. Members having jobs out of the city to be allowed to make arrangements individually with their employers as to board and transportation.

The Master House Painters' and Decorators' Association of Indianapolis.

Signed by following members:

MARSHALL BROS.,  
W. A. JOHNSON & SON,  
F. JENKINS & CO.,  
FERTIG & KEVERS,  
CHAS. G. DAVIS & SONS,  
C. A. WILHELM,  
F. J. MACK & CO.,  
WM. MUECKE & SON,  
PETER HOFFMAN,  
B. ELLIG,  
J. H. BALLMAN & SONS,  
HUGH H. RANJE,  
G. D. GREEN,  
M. DERLETH.

To the foregoing communication the union, through its secretary, replied as follows:

Indianapolis, Indiana, March 28, 1906.

Master Painters' Association, Indianapolis, Indiana:

Gentlemen—Your preamble and trade rules submitted to us in lieu of the ones presented by us to you were rejected by our Union, except propositions 1 and 2. The proposition which you propose is untenable, and we might as well abandon our organization as submit to same. The cost of living has so increased that it is necessary for us to ask for the increase which we do. The prosperity of the trade has been such that we cannot see where there would be any loss by working union men and paying a living scale of wages. The painters are the poorest paid of any of the building trades, and we feel sure that we are not unreasonable in asking for an advance, after waiting four years. You claim that men do not work to the interest of the firms. That is a matter over which you have full control. You are not required to keep any one in your employ who is not worthy of your hire.

As to grading the men, we are heartily in favor of such a plan. We believe that there are men who are worth more than others, and we would suggest that you scale the wages from forty (40) cents per hour upward.

We believe that it is to the interest of the master painters to employ union men, as you thereby get the best mechanics, and the men that can be relied upon; men who have a principle at heart, which is elevating to themselves and their employers and the community at large; men who wish to build homes and rear families that will be a credit to the community and country in which they live.

During the past four years our relations has been as good as could be desired. The painters are ever ready to correct any evil that they know exists, and cannot be condemned for asking for a living, which is not only just but fair.

Hoping that the relation which has existed in the past will prevail in the future, I remain,

Yours truly,

W. G. HYDE,

Rec. Sec. Union No. 47.

One week before final action was to be taken by the Union on the new "Working Rules," fixed for April 1, the members of the Master Painters' Association told their respective employes that business would be suspended, and their shops would be closed, in order that the workmen might be "given time to think over" accepting the proposition of a sliding scale and an "open shop." Immediately following this the Master Painters applied to the Employers' Association in the issuance of the following letter:

**EMPLOYERS' ASSOCIATION OF INDIANAPOLIS.**

Indianapolis, Indiana, April 4, 1906.

Dear Sir—Please call immediately at this office, 618 State Life Building, for assignment to position as painter.

Competent workmen will be paid 37½ cents per hour, if they are capable of performing enough work, sufficient in quality and quantity, to justify the employing painters to pay them that wage. Those of less skill will be graded and paid according to their actual ability and worth to the employer.

All workmen taking service with the Master Painters under existing conditions are guaranteed permanent positions, as long as they continue to perform their work in an able, satisfactory and workmanlike manner; under no circumstances will loyal, competent workmen be discharged to reinstate striking employees.

No trouble whatever is anticipated. However, in any event this association is amply prepared to render all the protection necessary.

The fifteen shops comprising the Master Painters' Association of Indianapolis are determined to hereafter operate the "open shop," allowing every workman to enter their employ who is competent to meet their requirements, regardless of whether he be union or non-union. The contracting painters rightly consider it extremely unjust for the union to demand that they pay the incompetent workmen the 40-cent scale demanded by the union, just because the man belongs to the Journeymen Painters' Union, even though he be worth but 10 cents to the employer. The master painters have their capital, brain, energy, and experience invested in their respective shops and will from now on employ whomsoever they please, you to get the benefit of their action.

Please call at this office at once for assignment as above stated, and greatly oblige.

Very truly yours,

**EMPLOYERS' ASSOCIATION OF INDIANAPOLIS,**

By A. J. ALLEN,

Manager Employment Department, Representing the Master Painters' Association of Indianapolis.

On Wednesday, April, 10, a second communication was sent to Mr. J. H. Ballman, notifying him that a committee had been appointed by the Painters' Union for the purpose of adjusting the matters of difference between the two organizations, and asking for a conference with a like committee of the Master Painters' Association. Mr. Ballman treated the letter with silent contempt by refusing a reply, but, instead, handed it to the secretary of the Employers' Association, Mr. C. C. Foster, who, on the succeeding day, replied as follows:

Indianapolis, Indiana, April 11, 1906.

Mr. W. G. Hyde, Recording Secretary, Brotherhood of Painters, Decorators and Paper Hangers of America, City:

Dear Sir—Your favor of the 10th inst., addressed to Mr. J. H. Ballman, secretary of the Master Painters' Association of Indianapolis, advising said Association that "a committee was appointed to confer with the Master Painters at any time they see fit to adjust the present difficulties," has been referred to this association for reply and final disposition.

After conferring fully with the members of the Master Painters' Association, I am directed to refer you to their letter to your organization of March 13, 1906, and to advise you that the attitude of the Master Painters thereunto signed is fully and correctly stated in the following communication.

I am also directed to state that in employing additional men, as the quantity of work increases, no discrimination will be made, by the Master painters, against former employees who participated in this strike, but, under the circumstances, the contractors feel that they can make no settlement of the present difficulties with their former employees that would result in the discharge of any competent workmen who have taken employment with them since the strike began.

Therefore, if any of the men now on strike desire to return to work under the conditions stated in the letter of March 13, above referred to, they should apply promptly to their former employers.

The above being the Master Painters' final position in the matter, it will serve no useful purpose to meet with your committee.

Very respectfully yours,  
C. C. FOSTER,  
Secretary Employers' Association of Indianapolis.

The Master Painters also carded the daily papers of Indianapolis with the following manifesto:

In view of the complete unjustness of the demands of the Painters' Union, we, the members of the Master Painters' Association of Indianapolis, desire to publicly state that no agreement of any kind whatever has been entered into with the Journeymen Painters' Union by any members of the contracting painters' organization, and further, that under no consideration will we, individually or collectively, grant the propositions demanded.

We are ready to pay 37½ cents per hour to any workmen who are worth it, but, being responsible for the execution of the work performed by our employes, and having our knowledge, experience and capital invested in our respective shops, we intend to reserve the right to designate and select our own employes and to pay them for the work performed, and not for the organization that they may belong to.

The struggle for mastery continued intermittently, during which a few of the workmen returned to work, others found profitable employment in other localities, and a majority secured the advanced pay originally demanded together with steady employment.

#### STONE PLANERMEN, BEDFORD.

On Monday, April 2, 1906, a strike of 100 workmen occurred at Bedford, Lawrence County. They were members of Stone Planermen's Union, No. 10,604, which organization holds a charter under the American Federation of Labor.

The firms involved were members of the Cut Stone Contractors' Association, and included practically all engaged in the stone industry in and about Bedford, who employed planermen, with the single exception of Bradley & Son, which firm, beside their holdings at Bedford, own and operate a large stone yard and mills at Brooklyn, New York, and granted the advance when asked for.

The strike was to enforce a demand for an increase in wages from 28½ cents to 35 cents per hour.

The causes leading to this strike are four in number, summarized as follows:

1. The advance was asked for on an understood promise of an increase, made at the time of the settlement of a former strike.
2. A desire to equalize the wages with those paid for the same work in other parts of the competitive field.
3. Because of an enforced increase in the amount of work required per day.
4. Because of sympathetic influence stimulated by a strike of stone cutters.

In July, 1903, with the exception of a few organized stone cutters, the entire working force of all the eleven firms engaged in the quarry business at Bedford and Oolitic—more than 1,800 men all told—struck or were locked out for asking for an increase

in wages. A large majority of these men were not organized. At the time of the settlement of this strike, as set forth in the Fourth Biennial Report of this Commission, an advance in wages was granted in practically all the departments of the several quarries and stone mills. In a few instances, however, it was found that some of the planermen were getting more than the new scale provided for. In order to make the scale uniform, and to secure a compromise settlement with the employing firms, a reduction was granted by those receiving the advance over that agreed upon. But it was understood that this settlement was only temporary, and that in the near future there was to be a readjustment, both in order to restore the reduction referred to and to meet the scale paid at competitive points, the object being, as far as possible, to make the wages uniform throughout the Oolitic field.

The employers denied, with much emphasis, that any promise of a revision of the wage scale was ever made by authority of their organization; and that if such promise was made it was made by some irresponsible person. They were unanimous in their disavowal of any such promise.

The statements of the men, however, are sustained by the testimony of two business men—members of the Bedford Commercial Club—who, on behalf of that organization, took a prominent part in the negotiations leading to the 1903 settlement.

One fact is conclusive, the planermen never would have agreed to a settlement in 1903 which made a material reduction in the wages of eight of their members if they had not been assured that the reduction was but temporary, and that that settlement was to be followed by a subsequent readjustment.

With this conviction fixed firmly and honestly in their minds, after a lapse of more than two years, the Planermen's Union, through its secretary, Mr. Charles R. Gowen, on December 13, 1905, addressed the following letter to the operators:

Bedford, Indiana, December 13, 1905.

To the Stone Operators of the Bedford District:

Gentlemen—In view of the fact that wages paid the planermen outside of the Bedford District range from 35 to 50 cents per hour; and, also, that operators in this district have the advantage of nearness to the raw product, we think it only just and right that wages for planermen be advanced to 35 cents per hour.

We had a promise in June, 1903, of an advance over 28½ cents, and we

feel justified in asking an advance to 35 cents per hour, to take effect April 1, 1906.

(Signed) CHARLES R. GOWEN,  
Secretary Planermen's Union No. 10,604.

This communication met with no response, not even the courtesy of an acknowledgment. On Friday, March 15, 1906, a second letter was sent to the operators, as follows:

Bedford, Indiana, March 15, 1906.

To the Stone Operators of the Bedford District:

Gentlemen—In line with the communication addressed to you under date of December 13, 1905, informing you that the planermen in your employ would ask for an advance in wages, effective April 1, 1906, we take this method of again calling your attention to the matter, and would ask that you grant a conference to discuss this and other matters of mutual interest.

Not knowing who has the official power to transact this business for you, we have addressed each individual operator.

Will you be kind enough to state time and place of meeting?

(Signed) CHAS. R. GOWEN,  
Secretary Planermen's Union No. 10,604.

No response was made to this communication by the organization to which it was addressed, but some of the employers notified their shop stewards that the wage scale of 1905 would continue through the ensuing year.

Again, on March 28, a third communication was forwarded to the operators asking for a conference, to the end that a satisfactory understanding might be reached:

Bedford, Indiana, March 28, 1906.

To the Stone Operators of the Bedford District:

Dear Sirs—Under the date of December 13, 1905, a communication was addressed you notifying you that on April 1, 1906, the planermen in your employ would ask for an increase in wages. This was supplemented by a further communication on March 15, 1906, calling your attention to the first communication, and asking for a conference that the proposed increase and other matters of mutual interest might be discussed. To the last communication we have received your reply, through several shop stewards, that the wages for the coming year would be the same as for the preceding year, viz.: 28½ cents an hour.

We now take this opportunity to inform you that the planermen of this district have decided that the wages now paid are not commensurate with what they deem their need, and that they have unanimously decided that an increase shall be asked for, to go into effect April 1.

We have no desire arbitrarily to fix the wage rate, but believe that this is a matter that should be arranged between the two parties in

interest—the employer and the employe. We believe that under the plan of collective bargaining, of arriving at an understanding covering the question of wages and conditions which shall govern for a specified time, that many possibilities of misunderstanding would be provided against.

It is not at this time necessary, we think, to go into detailed reasons for the asking of an increase, but believe that were we to meet in conference with you these matters could be discussed. We would, however, point to one fact, that three years ago the planermen were told that with the next year they would be given an increase; the time for the increase came and went without any increase being given. The next year, because of conditions in the industry, no increase was demanded. At present the reasons for deferring our demands do not prevail. In line with the promise of three years ago, we believe we are entitled to the increase. What that shall be we are willing to meet and discuss. But that we are entitled thereto we think is beyond dispute.

As members of Planermen's Union No. 10,604 we have no desire to do anything that would mar the harmonious relations that have existed for the last few years. In order to avert trouble we are willing to do all in our power. Should trouble result in the stone industry because of your refusal to meet and discuss questions with your employes we believe you will not have acted to the best interest of either yourself or your employes. We are convinced that it is much better to attempt to come to an understanding before a breaking off of relations.

Industrial peace, we believe, is a thing to be desired. But we also believe that in order that this may be assured those employed as wage workers must be given consideration. Conciliation, arbitration of disputed questions, agreements covering employment which shall be faithfully and honorably observed by both parties to the agreement, in our mind, will conduce toward industrial peace. And it is for this purpose that this communication is addressed you.

In event that you can agree with us on this matter and grant the conference we ask, will you be kind enough to name the time and place where said conference could be held?

Yours truly,

(Signed) CHAS. R. GOWEN,  
Secretary Planermen's Union No. 10,604.

An enforced increase in the amount of work required of the men per day was an additional fact leading to the strike as is set forth in the following statement made to the Labor Commission by Mr. Charles R. Gowen, secretary of Planermen's Union No. 10,604.

During the last three years the tendency has been to increase the speed of all stoneworking machinery, especially the planers. This was done:

1. By increasing the differential of pulleys.
2. By the installation of increased power; that is, more powerful engines.

Under the first head the Perry-Mathews-Buskirk Stone Company furnishes the most striking example, as in some cases the driver pulley has been increased in diameter as much as eight inches. This has been done also by the Bedford Quarries Company and by the Norton-Reed Stone Company. Mr. John A. Rowe has increased the power capacity of his plant about fifty per cent., and has used the increased power to increase the speed of his planers. It is also true that he installed new machinery, but the increase of power has been much more than was needed if the machinery had been driven at normal speed.

Three years ago twenty-two feet per minute (cutting way) was considered fast; while, at the present time, some of the machines are running as much as thirty-eight feet per minute (cutting way). This increase has been made on all the planers, not only on the small machines, but the heaviest machines at Bedford Quarries Company; and at the Perry-Mathews-Buskirk mills they have had lagging put on the driving pulleys.

It can readily be seen that this increase of speed had the effect of increasing the output of the planer, for it is demanded that the men who operate the machines must keep up.

The traveler service also, has been increased in like proportion, and in some cases doubled. The old steam travelers have been replaced in many cases by electric machines, and it is a demonstrated fact that the electric machines will do 50 per cent. more work than a steam machine of the same tonnage.

It is not unusual to see two traveling cranes attending the same planer, one taking away the finished stone, and the other taking to the machine the next load. Everything has been done to increase the output of the planer machines, in the reckoning of which must also be considered the increased work of the men, but they have failed to raise the wages of the men who run the machines as promised.

For years stone workers at Bedford have claimed they have received less pay for the same work than was given at other places. This statement was made and not questioned, at the time of the 1903 settlement. The men said the work was not less laborious than at other points, but that in some instances the output required per day was greater; that rents, food, clothing and other incidentals of daily life, were equal in price to that paid elsewhere; and that in some respects the environment, especially in the remoteness of some of the quarries, and the expense in going to and returning from work were less advantageous than at other points. They also claimed that the operating expenses of the employers did not exceed those of their competitors.

With these facts before them the planermen felt justified in demanding such revision of their wage scale as would put them on something like an equal basis with their craftsmen elsewhere; and

that if this was not accomplished, sooner or later the others would be reduced to their level through the force of competition.

A comparison of the wages paid in the Bedford district with those paid elsewhere was submitted to the Labor Commission by Mr. Gowen, as follows:

Bedford, 28½ cents an hour, 10 hours per day.  
Bloomington, 35 to 40 cents an hour, 10 hours per day.  
Louisville, 37½ cents an hour, 9 hours per day.  
Ft. Wayne, 40 cents an hour, 8 hours per day.  
Evansville, 40 cents an hour, 8 hours per day.  
Chicago, 42½ cents an hour, 8 hours per day.  
Dayton, Ohio, \$20.00 a week, 9 hours per day.  
New York City, 53 cents an hour, 9 hours per day.  
Batesville, Ark., 55 cents an hour, 9 hours per day.  
Dubuque, Iowa, 40 cents an hour, 8 hours per day.  
Binghamton, N. Y., 45 cents an hour, 10 hours per day.

All of these use in the main, Bedford stone, shipping it from the Oolitic district of Indiana, and paying as much freight on the waste as for the part that goes into the wall.

The planermen, having failed to receive an assurance of a consideration of their petition for an advance, or even an official acknowledgment of three letters addressed to the Cut Stone Contractors' Association, began to consider what policy next to pursue. At this juncture the Labor Commission, together with Mr. Edgar A. Perkins, president of the Indiana Federation of Labor, were asked to give advice.

It was found at the beginning of the investigation, that there were other parties interested in the controversy beside the planermen. An organization of stone cutters, which had been in the employ of the Bradley Sons' Company, at that time on a strike, were urging the planermen to "pool issues" in their efforts for increased wages.

A conference was first held by Mr. Perkins with the committee composed of representatives of the Planermen's and Stone Cutters' Unions. There were also present Mr. F. Frank Hammes, president of the Journeymen Stone Cutters' Union of North America, and Mr. Charles R. Gowen, secretary of Planermen's Union No. 10,604. The conditions existing in Bedford were gone over, and inquiry was made as to what the stone cutters desired of Planermen's Union No. 10,604.

In one respect the situation was found to be out of the ordi-

nary. There existed three skilled classes of workmen employed in dressing stone. One was a local lodge of the Journeymen Stone Cutters of America, belonging to a national organization of the same name, and one of the strongest in the United States in the completeness of organization. The second class also consisted of stone cutters belonging to what they were pleased to term Lodge No. 2, claiming to hold a charter under the so-called National Stone Cutters' Society, the members of which had been imported to Bedford to take the places of the members of the first named organization, and were really non-union men. To the third class belonged the organized planermen. The first and second performed their work by the old method, using chisel and mallet, while the planermen worked on planing machines. The latter method was regarded by the first named as a cheap innovation, and the relationship between the first and third was not rapturously cordial. But both disliked the second for the alleged reason that they were regarded as non-union strike-breakers. Being in trouble themselves the union stone cutters sought to strengthen their position by establishing an *entente cordiale*, if not an alliance offensive and defensive, against the firm of Bradley & Son and the strike breakers.

The trouble of the stone cutters dated back about four weeks, when the firm of Bradley & Son locked out the union stone cutters, and put in their place non-union men from Brooklyn, New York. The difference leading up to this was due to the refusal of a newly employed foreman of the company to comply with the rules of the Stone Cutters' Union. The firm, shortly after its agreement with the union stone cutters, informed the planermen that it would pay the scale asked for by their union—35 cents an hour.

The stone cutters, following the lockout, appointed a committee to wait on the planermen, and asked that a "defensive and offensive agreement" be formed. The agreement provided for the alliance was as follows:

This agreement Witnesseth, That we, the stone planermen and union stone cutters of Bedford, Indiana, recognizing the fact that mutual help and support will be a benefit to both organizations, and that united we have much more power for good than we have if divided, do hereby agree to form an alliance with each other, both for defense and offense, subject to the following conditions, viz.:

1. Each organization is to retain its own autonomy, without any

interference by the other in the matter of wages, hours, finances and apprenticeships.

2. Matters in dispute are to be settled by a joint executive committee to be composed of three planermen and three stone cutters.
3. That in case either party to this agreement shall decide to go on strike, or should be locked out, the other is to do everything in its power to assist, even to the extent of a sympathetic strike.
4. The planermen agree not to plane or turn stone for scabs or No. 2 stone cutters, and the stone cutters agree not to finish stone that is planed or turned by scab planermen.
5. This agreement is not voidable except after six months' notice had been given by the party desiring to void the said agreement.

The almost unanimous sentiment of the planermen was that the compact should be entered into by the two organizations; but the union, before final action, decided that the national officers of the American Federation of Labor should be consulted concerning it.

The first proposition was agreed to. The second proposition, it was pointed out, would not likely prove operative unless provision was made for final decision. Mr. Hammes interpreted the section to mean that it would be the means of preventing ill-advised strikes by either organization. The proposition that the deciding vote be left to the president of the American Federation of Labor, or his representative, did not meet with favor "because the president of the Federation was too far removed to secure quick action." It was finally agreed to leave the selection of the seventh party to the executive committee.

Mr. Hammes was asked that if the planermen were called out in support of the stone cutters would the latter pay them strike benefits? He asserted that it would not, nor would the Federation pay the stone cutters under similar conditions. Then it was pointed out that the stone cutters were a craft organization, and that its Bedford local would be subject to the laws of the parent body; nor could any agreement be entered into abrogating these laws. The Planermen's Union occupied exactly the same position as a local body of the American Federation of Labor. No agreement as to the second section was arrived at.

On reading the third proposition of the proposed agreement the stone cutters were asked if they would expect the alliance to become effective immediately? They said they would. Would they ask that the planermen go contrary to the laws of their organiza-

tion? This was evaded by the assertion that the planermen had already received from the American Federation of Labor the sanction to strike for the adoption of their new scale. If there was a tentative agreement between the contractors and the planermen, would the stone cutters ask that the planermen call their men out? The reply was that if the agreement went into effect that no tentative agreement should prevent the men from being called out.

The letter written by the planermen to the stone operators, under date of December 13, 1905, asking for an advance in wages, and setting the time therefor at April 1, 1906, was read to Mr. Hammes, and he was asked if he did not regard this as a square agreement. He ridiculed the idea. When asked if they did not consider the communication a declaration on the part of the planermen that a change in conditions would not be sought prior to April 1, and that the verbal agreement under which they worked should continue until that time, he and the committee of the stone cutters asserted they did not. Mr. Hammes asserted that, even if it were an agreement, *nothing stood in the way of its abrogation; his organization, he said, never relinquished the right to break a contract whenever it seemed best to do so.* The planermen believed that the communication was a tentative agreement to work until the 1st day of April; and were satisfied the executive council of their organizations would take this view of it; and that the sanction received by Local No. 10,604 to press their proposed scale had undoubtedly been secured with this understanding; that it was the policy of the American Federation of Labor to hold inviolate contracts entered into; and that because of these reasons it should be held that the communication was an agreement on the part of Local No. 10,604, even if the employers had not been a party to the conclusion. For this reason, it was claimed, no alliance between the stone cutters and the planermen could be consummated with the intent of putting its provisions into immediate effect. When asked if the stone cutters would be willing to enter into an alliance, the same to become effective April 1, Mr. Hammes replied that if the agreement was not entered into immediately his organization did not care to form an alliance. He said that under an arrangement of this nature the stone cutters would have everything to lose and nothing to gain. They were willing to become involved in trouble April 1, in furtherance of the planermen's

demands if the planermen would at this time come to the assistance of the stone cutters. The stone cutters were told that the planermen had had an organization for years, and that the proposed alliance had never been broached until the former had gotten into trouble.

Following the joint conference the planermen's committee met in their own rooms and the proposition was again gone over. The committee was of the opinion that if the planermen were to put their new scale into effect April 1, an alliance with the stone cutters would be advantageous, and part of the committee thought that the immediate taking effect of the agreement should be conceded. They were reminded that if such was done it would take a three-fourths vote of their union to declare a strike at the Bradley mill, and that the men could not be called out by the executive board of the Planermen's Union. Should the executive board call the men out, and the men should refuse to come, nothing could be done pending the appeal of these members to headquarters of the American Federation of Labor. No agreement could be entered into the provisions of which would nullify the laws of the organization. It was impressed on the committee that the first consideration was the best interests of the planermen; they should not rush into an unwise sympathetic strike and should not offer themselves up as a sacrifice.

The possible effect a strike at the Bradley mill would have on the other employers, in view of the communication of December 15, was considered, in view of the fact that Bradley & Son were now paying 35 cents an hour, which was the scale asked for. The planermen were told they could have no permanency as an organization so long as they depended upon some other organization to aid them. The idea was impressed upon them that they should attempt nothing until they were convinced they were right, but when satisfied that they were right they should be willing to fight their own battles.

The following report was submitted by the union to the committee:

To Stone Planermen's Union No. 10,604:

Gentlemen—Your committee has the honor to report that, in company with Mr. Perkins, it met the stone cutters' committee, with Mr. Hammes, and debated the matter of an agreement between the two unions. The

stone cutters insist that it should take effect at once, and this would necessitate the suspension of work by the planermen who are employed by Bradley & Son. Your committee felt that they did not have the power to sign the proffered agreement under the condition imposed, and have held the matter in abeyance subject to the action of this body.

The report of the committee was generally discussed, and the members expressed themselves as favorable to abiding by the laws of the American Federation of Labor. The following clause was proposed and adopted:

Provided, That the above agreement be approved by the Executive Boards of both organizations interested.

With this rider the matter was put to a vote, which resulted in the passage by a majority of four to one of those present.

Mr. Edgar A. Perkins, who carried on the preliminary negotiations, in commenting on the propositions of the stone cutters, made the following statement to the Labor Commission:

It was apparent from the beginning that the planermen should not enter into the agreement as it was drawn. They could not comply with the terms of the agreement and with the laws of the American Federation of Labor. The fact that these seemed small matters to some of the stone cutters did not impress the planermen with the desirability to form the alliance unless all the details were specifically set forth. The assertion of the stone cutters that the agreement, if entered into, was to be in perpetuity, and then their declination to enter into an agreement if it were not to become effective until April 1, asserting that the agreement after that date would be of no benefit to them, made it less desirable. Under the committee plan as proposed in the second section of the agreement, and the construction placed on this by Mr. Hammes—that it was the purpose of the section to prevent ill-advised strikes by either organization and his further declaration that the stone cutters reserved the right to terminate any contract at any time—it was not apparent where the members of Local No. 10,604 would be benefited, as it is the settled policy of the American Federation of Labor that all contracts entered into are binding. Furthermore, under this construction I could not see where the members of No. 10,604 could act until sanction had been given by the Stone Cutters' Union.

Mr. Hammes admitted that stone cutters were plentiful, but that planermen were in demand. With this condition it was difficult to see where the benefit was to come to the planermen. He said that the Cut Stone Contractors' Association had agreed at its Pittsburg convention to non-unionize the stone yards, and that the fight was to be started at Bedford. If such was the case it would follow that the trouble is not going to stop at the Bradley plant, but will be taken to all the plants in Bedford. In such an event, why should not the stone cutters need the planermen after April 1, as well as for the period until that time? Bradley

& Son conduct a non-union mill in Brooklyn, N. Y. The committee of the contractors' association is quoted in the newspapers as saying that all the contractors in Bedford indorse the stand taken by Bradley & Son.

It is further a fact that the stone cutters have never looked with favor on the machine, but have done all they could to discourage it, and have refused to recognize in any manner the men employed on the machine, despite the fact that the men so employed are just as much a part of the stone working industry as are the stone cutters themselves. That they have now come to an occasion that demonstrates the shortsightedness of such a policy does not offer any good reason why the unrecognized branch should rush to their assistance. Our hope is that the stone cutters will be successful in their contention at Bedford. But it is more than a contest at that one point. It is a contest between two factions in the craft to obtain supremacy. The policy of the American Federation of Labor is to recognize the bona fide organization and to lend no encouragement to schismatics. But so long as the stone cutters remain aloof from the general movement we do not see where the representatives of the general movement (the American Federation of Labor) can become embroiled in the family quarrel.

The president of the Bradley & Sons' Company addressed a letter to the Planermen's Union upon the foregoing controversy which is self-explanatory, as follows:

Brooklyn, New York, February 21, 1906.

Mr. W. J. Benzil, Bedford, Indiana:

Dear Sir—I take the liberty of writing to you in relation to the labor difficulties which now exist in our yard at Bedford. I assume that you are the president of the Planermen's Union, and will have this letter read at your next meeting of the organization. It was decided, early in January, that it was necessary to make a change in our foreman at Bedford, and we sent a man there who had been in our employ here at Brooklyn, and instructed him not to join the stone cutters' union at Bedford, for the reason that we wish to be perfectly neutral to the Stone Cutters' Union and the Planermen's Union, and we see no more reason for the foremen to belong to the Stone Cutters' Union than to the Planermen's Union, and, inasmuch as our general office is something over 1,000 miles away, it seemed to be a better policy to have our foreman represent us exclusively, and not any labor organization. I understand that the stone cutters there demurred to this, and refused to work when asked to do so. This is their right and privilege, and we have no complaint whatever to offer. We immediately decided to send men from our Brooklyn plant there, and also decided to establish a branch of the so-called No. 2 Union there in Bedford. This No. 2 Union recognizes the right of others to live as well as stone cutters. They make no demand whatever for the planers or other machines. They recognize the fact that cheaper cut stone is prepared and delivered to the market, the more it will be used, thereby causing the employment of more men. I want to assure you, and through you your fellow members of the Planermen's Union, that it is not our desire or intention to employ others than union men

at our plants, and it is also our desire to send men of good character, and men who will make good and useful citizens for Bedford, and, to that end we ask you and your organization to help us in every way in your power. You certainly realize that your friends are not among the so-called General Union. They have done everything in their power to take away the machines from you and put them in the hands of their union. I have persistently fought this proposition ever since I have been in the business. We now have a planermen's union in New York working on a strong basis. I also want to assure you it will be my pleasure to aid you and your organization in every way towards securing an advance in your rate of wages, and I believe that, if you show other bosses that you do not intend to go out in sympathy with other labor troubles that may come up there it will have a good effect in getting their support towards increasing the wages to what they should be in Bedford.

This letter will be handed you by our superintendent, Mr. E. L. Borst, and I have asked him to read it over carefully and note what I say to you and see that each and every promise is carried out. I have met several of the men of your organization, particularly those who work for us, and I am favorably impressed with the fact that they are men of good character, and willing to co-operate with us in bringing about a better condition of labor matters in Bedford.

Yours truly,

(Signed) E. G. GIBERSON, President.

The proposition of the stone cutters to form an "alliance offensive and defensive" has been set forth prolixly for three reasons:

1. Many of the more conservative planermen regarded the proposition of the stone cutters as having been made for purely sinister purposes. They justified themselves in this opinion for the reason that at no time since the introduction of the planing machine had the operatives received any consideration or friendly treatment from the stone cutters, until the latter had become involved in a strike.

2. The statement made by Mr. Hammes, president of the Journeymen Stone Cutters' Union, that his organization "*never relinquished the right to break a contract whenever it seemed best to do so,*" was received by the planermen as an astounding declaration, and rightly so. They reasoned that if the stone cutters reserved the right to break an agreement made with employers, the planermen might receive the same treatment; hence such an agreement would be valueless.

3. The proposition of the stone cutters led to an agitation which greatly inflamed the minds of those workmen who favored a strike, and subsequently contributed very largely to the walkout.

On Monday, March 26, six days before the strike, the Labor Commission, together with Mr. Perkins, again took up the contentions of the planermen, and asked for a conference with the employers, which was granted. They told the peace commissioners that they had respectively given their planermen their ultimatum, and would not recede from their original purpose not to grant an advance of wages, nor would they give the workmen an audience collectively, nor receive a committee from, nor in any way recognize their union.

It was then urged upon the planermen to defer final action upon the question of a strike for one month, in order that the commissioners might be given time to, if possible, arrange a method of settlement. The proposition was considered at length by the Planermen's Union, but a majority believed that any further efforts at conciliation would prove futile, and a strike was ordered.

Subsequent visits were made to Bedford by the Labor Commission, but without securing a satisfactory settlement. Subsequently some of the planermen, through sanction of their organization, returned to work at the old wages, but most of them secured employment at other points, where higher wages prevailed.

#### MOLDERS AND CORE MAKERS, INDIANA HARBOR.

On Tuesday, May 1, 1906, there was a strike of seventy-five molders and core makers at Indiana Harbor, Lake County. These workmen were employes of the American Steel Foundry Company, manufacturers of structural iron, established in 1902. The molders were members of the local lodge of Iron Workers, holding a charter under the Iron Molders' Union of North America.

The difference arose over the demand for an increase of wages. The molders had been receiving \$3.00 per day, and asked for an increase to \$3.25. The core makers had been receiving \$2.75 per day, and also asked for an increase to \$3.25. The following is the scale which was presented to Mr. S. H. Mullen, general manager of the steel company, a few days before the strike:

#### AGREEMENT.

This agreement, entered into this 1st day of May, 1906, by and between the American Steel Company and the Iron Molders' Conference Board of Chicago and vicinity, on behalf of the molders and core makers employed by the firm herein referred to.

## WITNESSETH.

1. Beginning the 1st day of May, 1906, the minimum rate of wages for molders and core makers, under the jurisdiction of the Chicago Conference Board, shall be \$3.25 per day.

2. The standard working time shall be nine (9) hours per day, and shall be worked between the hours of 7:30 a. m. and 5:30 p. m.

3. Overtime shall begin from the recognized quitting time of each day and shall be paid for at the rate of time and one-half. Double time shall be paid for all work performed on Sunday and the following holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas.

4. Apprentices shall not be less than sixteen (16) and not over twenty-one (21) years of age at the beginning of their apprenticeship, and shall serve a term of four (4) years. There shall be one (1) apprentice to the shop regardless of the number of molders and core makers employed, and not to exceed one additional apprentice to every eight (8) journeymen thereafter. Apprentices shall not be allowed to leave their employer without a just cause, and any apprentice so leaving must not be allowed to start work in any other shop without the permission of the Conference Board of his former employer.

5. The conditions embodied in this agreement shall be in effect from May 1st, 1906, and continue to be in effect until April 30, 1907.

6. We, the undersigned parties to this agreement, do hereby pledge ourselves to agree to carry out the conditions of this agreement, and we therefore subscribe ourselves a party to the same this.....day of...1906.

..... JAMES BROWN, Business Agent.  
..... In behalf of the Conference Board.

In behalf of firm.

When the Labor Commission took up the proposition of settlement on Monday, May 7, 1906, General Manager Mullen said: "The demand made upon us is excessive, the molders asking for an increase of twenty-five cents per day and the core makers, who are less skilled workmen, demanding an increase of fifty cents per day for the same number of hours. We have in our employ a number of men who are not desirable workmen, and whom we would willingly have gotten rid of long ago, if we could have done so without trouble. Now that the strike is on we will select such workmen as we want in future. We also propose to run an "open shop" hereafter, but shall not discriminate against union men if they are good workmen. Moreover, our business will not justify such an increase as is demanded, and therefore it is useless for us to consider the matter further. We do not care to meet a committee of the workmen at present, nor to arbitrate the difference."

When the Labor Commission interviewed the workmen they manifested an anxiety to return to work, even at the wages and on the conditions that obtained before the strike, but they would not do so unless so authorized by their superior officers.

The strike was finally lost.

#### CARPENTERS AND STAIR BUILDERS, INDIANAPOLIS.

On Tuesday, May 1, 1906, a strike of carpenters and stair builders occurred at Indianapolis, involving 1,100 men.

These workmen were members of five different Carpenters' Unions, comprising what is known as the Marion County Carpenters' District Council, and including German Union No. 60, Mill Men's Union No. 1460, Stair Builders' Union No. 549, Broad Ripple Union No. 274, and local Carpenters' Unions Nos. 281 and 1003.

The contracting carpenters were divided into two classes—those who were willing to accept the trade rules of the union and those who were not. Following is a list of the latter, twenty-seven in number:

Brandt Bros.....	12 Euclid Avenue.
George Clements.....	1254 Madison Avenue.
Albert Ellig.....	237 S. East Street.
Willard Fontaine.....	314 N. State Street.
Jewett Jones.....	620 Arbor Avenue.
W. P. Jungclaus.....	825 Mass. Avenue.
E. F. Kottlowski.....	1113 Olive Street.
Wm. Luebig.....	324 N. State Street.
Charles Lueller.....	13th and Canal.
Charles Nueregge & Son.....	1217 E. Ohio Street.
Henry Ranje.....	858 S. Noble Street.
Henry Reinking & Son.....	1016 E. Market Street.
John A. Schumacher.....	620 St. Clair Street.
James E. Shover.....	219 N. Alabama Street.
Fred C. Smock.....	309 Lemcke Building.
A. H. Von Spreckelson.....	1303 E. Michigan Street.
George Wernsing.....	Moore Avenue and Belt R. R.
C. A. Wollenweber.....	810 Indiana Avenue.
W. P. Scott.....	25 Kentucky Avenue.
Wm. Spielhoff.....	1518 Ringgold Avenue.
W. R. Thompson.....	1506 W. 21st Street.
A. H. Timmerman.....	3222 E. New York Street.
Trefz Brothers.....	1010 Villa Avenue.
John R. Warner.....	827 Massachusetts Avenue.
John R. Warren.....	12th and Tecumseh Streets.
Robert Worthington.....	232 E. Ohio Street.

Those contractors agreeable to the trade rules and wages of the union carpenters, forty-two in number, were as follows:

Joseph Kernal.....	308 W. Ray Street.
E. A. Kottlowski.....	525 S. Pine Street.
Wm. Kraas & Son.....	311 E. Morris Street.
N. H. Lowe.....	611 N. Sherman Drive.
Gary Martin.....	110 N. East Street.
Frank Meid.....	1107 Jefferson Avenue.
Miller Brothers.....	333 Adelaide Street.
Wm. Miller & Company.....	1212 Wright Street.
L. B. Millikin.....	921 State Life Building.
Joseph Mock.....	1665 Ludlow Avenue.
Moon & Whitesell.....	215 E. 15th Street.
D. F. Moore.....	1530 Columbia Avenue.
F. H. Mowwe.....	1327 Linden Street.
Henry Pauli & Son.....	542 Highland Avenue.
J. C. Pierson & Son.....	Builders' Exchange.
John D. Pierce.....	New York and Pennsylvania Streets.
John Ploeger.....	2114 S. East Street.
Lemuel Roberts.....	825 Massachusetts Avenue.
David Rohan.....	2239 Northwestern Avenue.
Harvey & Sedvert.....	1315 Bellefontaine Street.
David I. Scott.....	16 N. Delaware Street.
Joseph Allen.....	1607 N. Arsenal Avenue.
Harvey Apple.....	1647 Columbia Avenue.
Charles J. Aufderheide.....	2921 N. Senate Avenue.
Morton Ayres.....	38 Denny Street.
Ayres & Newton.....	7 Walcott Street.
E. C. Baker.....	3840 N. Illinois Street.
Wm. E. Baker.....	Carson Avenue.
Louis Beermann.....	1032 Davis Street.
Christian Bock.....	912 N. East Street.
Bowman, Albert & Son.....	1818 Singleton Street.
E. H. Cauldwell.....	1027 Ashland Avenue.
E. J. Craig.....	611 Hudson Street.
E. E. Dyer.....	2227 Park Avenue.
John Eiser.....	1824 Singleton Street.
Robert Elder.....	632 Spring Street.
Wm. R. Evans.....	711 W. Eleventh Street.
W. B. Fells.....	1810 Barth Avenue.
John Gisler.....	824 Greer Street.
Wm. Goebes.....	1616 Penneman Street.
J. R. Jones.....	2609 Parkway Street.
Wayland J. Jones.....	1333 Oliver Avenue.

Like practically all the organized building trades of Indianapolis the Journeymen Carpenters are accustomed to arrange their wage scale and trade rules during the late fall and winter months of each year, with a view to having those questions understood

and accepted by employers before the season arrives for making contracts for the succeeding year. In accordance with this custom, in November, 1905, the Carpenters' District Council arranged its working rules for the year 1906, appointed a conference committee, and in January, 1906, sent to each contractor a copy of the proposed scale and rules, together with an invitation to a meeting looking to their acceptance. Following are the scale and working rules:

TRADE RULES.

Indianapolis District Council.

May 1, 1906, to May 1, 1908.

1. Eight hours shall constitute a day's work, to be worked between the hours of 7:30 a. m. and 4:30 p. m. except on Saturday, when work shall commence at 8:00 a. m. and end at 12:00 m.
2. One hour shall be taken at noon, except from November 1 to April 1, when one-half hour shall be taken, and all work shall stop at 4 p. m.
3. Time and one-half shall be allowed for all work performed between the hours of 4:30 p. m. and 7:30 a. m., and double time for all work after 12:00 noon Saturdays, Fourth of July, Thanksgiving Day and Christmas and Sundays. No member will be allowed to work on the first Monday in September—Labor Day—unless absolutely necessary, and in that case he shall receive double time.
4. The minimum wage shall be forty-two and one-half cents per hour. Wages to be paid not later than 12:00 noon Saturday of each week. Any violations of Sections 1, 2 and 3 subjects the offending member to a fine of not less than five (\$5.00) dollars.
5. No member will be permitted to work on a job where laborers are allowed to handle carpenters' tools in performing any of the duties usually performed by journeymen carpenters, such as setting and leveling joints. Any violation of this section shall be punishable by a fine of not less than five (\$5.00) dollars.
6. No one shall have the power to call men off a job in case of a disagreement save the regularly elected business agent, who shall have discretionary power.
7. No member shall be allowed to work after the regular pay day unless he has received his wages in full, and shall receive waiting time for each hour he is kept waiting.
8. Any employer who discharges a workman belonging to the United Brotherhood because he belongs to a trade union shall be deprived of such labor until the matter has been satisfactorily adjusted.
9. If any contractor lays men off prior to pay day he shall pay such men in full at time of laying off, if they so demand.
10. All men shall be paid upon the job, and not be required to go to the office of the contractor for their wages.
11. In case of a strike or a lockout, when a contractor or firm signs our agreement according to our trade rules said contractor or firm may

go on with his work without delay. All members working for such contractor or firm shall pay into the Carpenters' District Council treasury 10 per cent. of his wages each week until such strike or lockout is satisfactorily settled.

In justification of the demand for a wage increase they submitted the wage scale of others of the building trades, showing that, in comparison, they were underpaid. They also contended that when the number and value of the tools they were required to furnish, and the time they were required to lose during the working season from various untoward circumstances were considered, the new scale was not excessive.

WAGES OF BUILDING TRADES.

Bricklayers .....	60 cents.
Plasterers .....	55 cents.
Iron workers .....	50 cents.
Plumbers .....	50 cents.
Painters .....	40 cents.
Stone masons .....	45 cents.
Steam fitters .....	40 cents.

At the time of the issuance of the foregoing communication the carpenters were not aware of the fact that during the interim since the conference of the preceding year a few of the contractors had formed a General Contractors' Association, which was explained to be an affiliated branch of the local Employers' Association. This new organization did not include nearly all the contractors within the limits of the Marion County Carpenters' District Council; but some of the larger contractors were members of the new organization, and it was proposed by them that all propositions and negotiations should be made and conducted through the proper officer of their association, Secretary Mr. F. W. Junglaus, as the following communication indicates:

Indianapolis, Indiana, January 22, 1906.

Mr. L. H. Taylor, Secretary Carpenters' District Council, City:

Dear Sir—We are in receipt of your communication regarding certain rules adopted by "Carpenters' District Council," and in reply to same will say that we propose that you send a copy of the same to the General Contractors' Association, of which we are members, for consideration, as we will not act on the same personally.

Yours truly,

F. W. JUNGCLAUS,  
Secretary General Contractors' Association.

In harmony with this request, communications were addressed to that gentleman for the organization which he represented, identical in all respects with the original proposition.

The controversy before the strike resolved itself, for a short time, into a quadrangular affair. The Employers' Association and the General Contractors' Association were marshaled against the union carpenters, and yet the two former organizations, for a brief period, differed as to the method to be pursued. The Employers' Association advised an open fight, insisting that the union be not recognized; by demanding an "open shop;" by refusing any advance, or making any other concessions. The General Contractors, upon the other hand, favored a concession of 2½ cents per hour, but were opposed to a recognition of the unions, and favored an "open shop."

The Independent Contracting Carpenters were against the other two factions, were willing to recognize the union and were willing to settle on a basis of an advance of 2½ cents per hour, instead of conceding the 5 cents asked for. At first the union carpenters were disposed to insist upon the full 5 cent raise originally demanded, but finally, after the strike began, made the concession of 2½ cents that the independent contractors asked for, by which concession fully two-thirds of the employing carpenters of the city settled.

The General Contractors' Association took up for consideration the trade rules submitted by the union carpenters, with the following result:

Section 1, which provided for an eight-hour workday, between 7:30 a. m. and 4:30 p. m., except Saturday, when work should cease at 12 m., was modified to read: All work shall cease at 4 p. m., on Saturday, at the option of the contractor, with no extra pay for Saturday afternoon; and, in case of night shifts where necessary, the same shall be allowed as day shifts.

Section 2, regulating the time to be taken at noon, was accepted.

Section 3, providing for time and one-half for work done between 4:30 p. m. and 7:30 a. m., and double time for work performed after 12:00 noon on Saturdays, etc., was changed to read: "Saturday afternoon clause to be stricken out in case where two

shifts are worked eight hours each. Otherwise, Section 3 shall be accepted."

Section 4, which provided for a minimum wage of  $42\frac{1}{2}$  cents per hour, and that payments should be made not later than 12, noon, on Saturdays of each week, was changed to read: "The minimum wage shall not be more than forty (40) cents per hour, and the contractor shall have until one o'clock Saturday of each week to pay off in."

Section 5, providing "no member will be permitted to work on a job where laborers are allowed to handle carpenters' tools in performing any of the duties usually performed by journeymen carpenters," was accepted.

Section 6, providing that "no one shall have the power to call men off a job in case of a disagreement save the regularly elected Business Agent," was accepted.

Section 7, providing that "no member shall be allowed to work after the regular pay-day unless he has received his wages in full, and shall receive waiting time for every hour he is kept waiting," was accepted.

Section 8, providing that "any employer who discharges a workman belonging to the United Brotherhood of Carpenters because he belongs to a trade union shall be deprived of such labor until the matter has been satisfactorily settled," was accepted with this amendment: "that no person a member of the union shall be permitted to work for any person or persons, firm or corporation unless said person or persons, firms or corporations shall be, or is, a member of the General Contractors' Association."

Section 9, providing that "if any contractor lays men off prior to pay-day he shall pay such men in full at time of laying them off if they so demand," was accepted.

Section 10, which read: "All men shall be paid upon the job, their wages," was changed to read: "All men shall be paid at the job or at the office of the contractor, at the option of the contractor."

When the foregoing counter proposition of the General Contractors' Association was submitted to the carpenters for acceptance they were rejected for two reasons: First, Section 4 of the Carpenters' Trade Rules provided for a  $42\frac{1}{2}$ -cent minimum wage scale, while the General Contractors' counter proposition provided



for a 40-cent minimum scale, making a difference of  $2\frac{1}{2}$  cents per hour, which reduction the carpenters refused to concede. Second, Section 8 was amended so as to provide that union carpenters should work for no employers but members of the General Contractors' Association. This proposition was objected to for three reasons: Such a combination would be, at least by intent, in the nature of a trust, and thereby illegal; it would be in violation of the laws of their international union, which prohibits such agreements; the General Contractors did not employ more than half the union carpenters under the jurisdiction of the Carpenters' District Council of Marion County, hence, under such agreement, those not so employed would have to remain idle, or leave the union to get employment, or seek work outside the jurisdiction of the local District Council.

On the evening of Saturday, April 27, the carpenters, in joint meeting of all the unions, made two modifications in their Trade Rules by relinquishing their claim for the Saturday half-holiday and for wage payments on the job. With these changes the journeymen renewed their negotiations. Most of the "Independent" employers looked with favor on the proposition, some of them adopting the rules, and others signifying a willingness to do so in the near future, but others expressed their belief that, all things considered, a 40-cent minimum wage scale was more in harmony with the wages paid other craftsmen engaged in constructive work. The General Contractors' Association, however, refused to accept the amended Trade Rules, and in lieu thereof, after a long conference between a committee of their organization and a committee representing the Carpenters' District Council, submitted to the secretary of the latter organization the following final proposition:

Indianapolis, Indiana, April 30, 1906.

**Mr. H. L. Taylor, Secretary Carpenters' District Council:**

Dear Sir—Regarding trade rules for the year from May 1, 1906, the General Contractors' Association will accept your rules as follows:

Sections 1 and 2, regulating the hours of work, is accepted with the exception of Saturday half holiday.

Section 3 accepted as per your agreement not to demand Saturday half holiday.

Section 4, the minimum wages shall be 40 cents per hour.

Section 5, prohibiting the employment of laborers in handling carpenters' tools.

Section 6, restricting the right to call men off a job, for any alleged violation of trade rules, to business agent.

Section 7, prohibiting members of carpenters' union who may not have received their full pay from working after pay day until full settlement is made.

Section 8, prohibiting the discharge of workmen for belonging to a union.

Section 9, requiring the payment of wages earned, when demanded, where men are discharged before pay day.

Section 10, that the place of wage payments shall be at the option of contractor.

We also make the following addition: The Carpenters' Unions or members of unions shall not inaugurate a sympathetic strike on account of other crafts not working harmoniously.

Respectfully,

F. W. JUNGCLAUS, Secretary.

On the afternoon of Monday, April 29, a second conference was held between a committee representing the General Contractors' Association, at which all the points of the original proposition as embodied in the twice-amended Trade Rules were gone over. It was contended that all the concessions that had been made on controverted points had been on the part of the unions; and the two last, referring to a surrender of the claim for the Saturday half-holiday, and for wage payments "on the job" were two of the most cherished claims of the whole ten demanded. It was also contended that the last proposition of the employers that no "sympathetic strike" should be engaged in was an entirely new demand, not included or mentioned in any of the former propositions. The journeymen claimed that this concession could not be made, for the reason that it would be in contravention of the laws of their International Union. The conference failed of any good results, and adjourned leaving two points unsettled: that relating to wages, the employers granting an advance of 2½ cents, while the carpenters asked for a 5-cent limit, and the matter relating to sympathetic strikes.

On the evening of the same day, Monday, April 29, upon receipt of the news of the failure of the joint conference committees to agree, the Carpenters' District Council resolved, by a vote of 400 to 9, to strike on the following day to enforce the demand which efforts at conciliation had failed to secure. Before the meeting adjourned at midnight the officers of the council instructed all the men to report for work at their respective places

of employment on the following morning, and if their employers signified a purpose to agree to the Trade Rules to resume work; otherwise, to take their tools and leave their jobs. This order was obeyed implicitly. A number of the independent contractors had already signed the Trade Rules, as originally submitted, and their employes continued in service uninterruptedly. Many more signed within a day or two after the final declaration of a purpose to strike, so that by the time the strike was well under way one-half the members of the five carpenters' unions were working under the Trade Rules as originally drafted, including the advance of five cents per hour of the wage scale.

However, the General Contractors' Association refused to sign the Trade Rules unless changed to provide for a 40-cent wage scale, and a pledge against sympathetic strikes.

In explanation of the proposition of the General Contractors' Association Mr. F. W. Jungclaus, secretary of that Association, said:

We are anxious for a settlement of this matter without a strike, and we regret that it has come to a strike, but we simply will not pay the 42½ cents an hour asked. We offered a compromise of 40 cents and conceded six points in the demands of the men. Now we will have "open shops," and, beginning tomorrow, will employ non-union men on our work. The granting of the increase asked for would mean the loss of thousands of dollars, especially on old work holding over—work figured on the old scale before we knew anything of the demands.

At a meeting of the General Contractors' Association, held at the Builders' Exchange, Castle Hall, in East Ohio Street, on the night of Tuesday, May 1, after a long deliberation over the strike situation, upon a unanimous vote, the committee which had conducted the negotiations for the association was discharged, and the whole matter was placed in the hands of the Employers' Association, the members of the General Contractors' Association claiming that they had refrained from taking this step until all hope of settlement had vanished. The Employers' Association advertised widely for non-union men, and succeeded in securing the services of some workmen from surrounding towns, many of whom, it was conceded, were "saw-and-hatchet" men—that is, inferior workmen.

The most serious condition at the time was the possibility of sympathetic strikes of other union workmen affiliated with the

Structural Building Trades Alliance, which, it was thought, might come as a result of the employment of non-union men to take up the work of the striking carpenters. The same form of "working card" was carried by all those affiliated with the Alliance, which meant that no member of that organization could work with non-union carpenters. On the day of the strike the Carpenters' District Council held a meeting at its headquarters, and the position was considered. The union painters who were locked out also held a meeting on the same day to consider the proposition of a sympathetic strike. There was an urgent demand from certain quarters for concentrated action in the matter. But both the carpenters and painters advised a more conservative course, and through their joint recommendations and efforts the other building trades refrained from taking part, and a sympathetic strike was happily averted.

Notwithstanding the fact that the Independent Carpenters had practically all signed the new trade rules and were employing union carpenters to such an extent that there remained very few idle workmen, the Carpenters' District Council worked strenuously to effect a reconciliation with the General Carpenters' Association, and to that end another urgent appeal was made by letter to Mr. F. W. Jungclaus, secretary of the association, to which the following reply was made:

Indianapolis, Indiana, June 13, 1906.

**Mr. L. H. Taylor, Secretary Carpenters' District Council, City:**

Dear Sir—Your communication of the 12th was received, and in reply will say the same was taken up in our meeting last night and was referred to the Employers' Association.

Yours truly,

F. W. JUNGCLAUS,  
Secretary General Contractors' Association.

On the same date the Employers' Association, through its Secretary, Mr. C. C. Foster, addressed to Mr. Taylor the following communication:

Indianapolis, Indiana, June 13, 1906.

**Mr. L. H. Taylor, Secretary Carpenters' District Council, City:**

Dear Sir—In conformity with the attitude of the various master carpenters whom representatives of your organization have approached, I beg to advise you that your communication of June 12, addressed to Mr. F. W. Jungclaus, secretary of the General Contractors' Association, in

which you state that "the committee from the Carpenters' Unions would like to meet with your committee, at your earliest convenience, to try and come to some agreement whereby the present strike may be settled," had been referred to me for reply.

After conferring fully with the general contractors in meeting assembled I am directed to advise you that their final position in this matter was fully stated previous to the calling of this strike, at which time the general contractors offered to compromise with your organization at 40 cents per hour with the understanding that there be no sympathetic strikes of union carpenters when placed on jobs where non-union men of other crafts were working. The general contractors also advised you at that time that in case a strike was called they would thereafter operate their respective establishments as strictly "open shops."

Inasmuch as you did not state in your communication just what plan of procedure you desired to pursue towards reaching an amicable settlement of the present difficulty, and as, under the circumstances, it must be plain to you that the contractors can make no settlement of the present difficulties with former employees that would result in the discharge of any of the workmen who have taken employment with the master carpenters since the strike began, we can not see that it will serve any useful purpose to meet with your committee as you propose.

I am also requested to advise you that in employing additional men in the future, as the quantity of work increases, no discrimination will be made by the general contractors against former employees who participated in this strike; and further, that if any of the men now on strike desire to return to work under the present conditions they should apply immediately to their former employers.

Respectfully yours,

C. C. FOSTER,  
Secretary Employers' Association of Indianapolis.

Notwithstanding the rebuffs they had received at the hands of the general contractors in their attempt at pacification, a final effort was made upon the 12th of June through a communication sent to Mr. Jungclaus. In reply they received the following communication:

Indianapolis, Indiana, June 23, 1906.

Mr. H. L. Taylor, Secretary:

Dear Sir—At a meeting of the General Contractors' Association the following resolution was passed:

Resolved, That the General Contractors' Association by a unanimous vote decided that as the strike has been on for some length of time, and as other men have been employed, it is now too late to entertain any new proposition, and as all members of the General Contractors' Association are members of the Employers' Association they will stand by the "open shop" and the men that are now in their employ.

Yours truly,

F. W. JUNGCLAUS,  
Secretary General Contractors' Association.

This last communication marked the end of the carpenters' efforts at settlement.

This last move on the part of the General Contractors' Association, in placing the settlement of the controversy at the will of the Employers' Association, was expected, and therefore no surprise was experienced. But the act stimulated the workmen to more strenuous effort in their own behalf, which found its most formidable expression in a resort to contracting, at which those engaged were fairly successful. By this method, supplemented by the co-operation of the independent contractors, who employed large numbers of strikers, very few remained idle for any length of time.

Mr. H. L. Taylor, Secretary of the District Council, in summing up the situation said: "The fight with the contractors of the association is still on the  $2\frac{1}{2}$ -cent increase in the scale, which is just half what we demanded at the expiration of last year's contract. We conceded  $2\frac{1}{2}$  cents of the increase for this year to the independent contractors, and would make the same concession to the association contractors. The new scale now established is 40 cents an hour for this year, and by our agreement with the independent contractors we will receive a similar increase beginning next May 1, to continue for one year. We regard the outcome of the strike as a victory which was perhaps partially due to the prosperous condition of the trade in the district.

"We will never treat with the Employers' Association to bring about a settlement of this strike," said the president of the Carpenters' District Council, in discussing the action of the master carpenters in turning the strike over to the Employers' Association. We have gone on strike and are going to fight to the finish. We are willing to meet the contractors as individuals, and in fact are doing so now, but it is out of the question for the union to recognise the Employers' Association, or to take any steps with it for settlement."

The independent contractors who were already employing union labor at the advanced scale of  $42\frac{1}{2}$  cents an hour, proposed a reduction of  $2\frac{1}{2}$  cents beginning June 14, and to continue in effect until May 1, 1907. From this date until May 1, 1908, these contractors offered the additional increase of  $2\frac{1}{2}$  cents, raising the wage to  $42\frac{1}{2}$  cents an hour.

At a mass meeting of union carpenters held at Corydon Hall on the evening of Saturday, June 16, it was decided by unanimous vote to concede  $2\frac{1}{2}$  cents of the 5-cent raise in the union scale demanded at the beginning of the present fiscal year. Their action fixed the wages at 40 cents an hour, an increase over the old scale of  $2\frac{1}{2}$  cents only.

At a joint meeting of the unions of the Indianapolis District of the Brotherhood of Carpenters and Joiners held Wednesday night, June 27, the strike was formally declared off. The strike assessment of 10 per cent. on working union men was annulled.

Following the meeting officers of the district said that gradually, since the agreement with the independent contractors fixed the scale at 40 cents an hour, the men on strike had been put to work, and now only a few more than a score were out. Though the assessment was annulled, these men would be cared for by the unions individually until they are put to work.

#### MACHINISTS, INDIANAPOLIS.

On Saturday, May 5, 1906, five hundred machinists of Indianapolis struck for an advance in wages. These workmen were all members of White River Lodge No. 161, International Association of Machinists.

The firms involved were about twenty-five in number, among the larger of which were the Atlas Engine Works, the Pope Motor Car Company, the Sinker-Davis Company, the Indianapolis Rubber Company, the Jenny Electric Manufacturing Company, the Hetherington & Berner Company, the F. W. Slache Manufacturing Company, and several others of lesser consequence as manufacturers.

The vote was taken just before midnight on the date mentioned, after the union had held a long meeting, in which a number of speeches against striking were delivered. Those favoring a strike were in the majority, and the vote was overwhelmingly in favor of quitting work.

In the new agreement that the machinists petitioned the employers to sign, the hours remained the same as in the old; the number of apprentices remained the same; and an important concession was made in regard to the wages of apprentices. It had been the custom for the union to provide, in its agreements, that

apprentices should start at a certain salary and receive a set increase at the end of each six months until the term of apprenticeship expired. The new agreement made no attempt to fix the wages of apprentices. Practically the only new thing in it was that there should be a wage increase of  $2\frac{1}{2}$  cents an hour for the machinists. Previously, the minimum was 30 cents, and under the new scale it would be  $32\frac{1}{2}$ . The machinists who were paid more than the minimum would also receive the  $2\frac{1}{2}$ -cent increase.

Negotiations looking to a settlement of the wage question had been pending for several weeks, during which a number of conferences were held, and every indication pointed to a satisfactory concession. In fact a number of firms did sign the new scale, and continued at work uninterruptedly.

It was claimed by the workmen that a settlement would have been made without a strike had it not been for the interference of the local Employers' Association, which, it was alleged, hoped by a breach to establish in the factories the "open shop." This opinion was based largely on the fact that after a meeting held by the employers shortly before the strike was declared the men received a communication from their employers stating that the increase in wages would not be granted, and that they were inclined to favor the "open shop." The letter was not a surprise after the meeting held the previous Thursday night, May 3, at the Commercial Club, which was attended by officers of the Employers' Association, who urged employing machinists to fight organized labor by refusing any concessions or recognition. This employers' meeting, which began early in the evening, lasted until 11 o'clock; and finally determined that an adverse answer to the demands of the machinists be forwarded to the union.

Soon after the strike was begun Mr. James O'Connell, president of the International Association of Machinists, headquarters at Washington, D. C., came to Indianapolis, at the request of the local union, and met several employers in the interest of an early settlement. Notwithstanding several conferences in the hope of a realization of his purpose, he ultimately failed.

After the strike began committees from the Machinists' Union were sent to their former respective employers from time to time, with the aim of securing settlement. These committees were generally received cordially, and the question of a raise discussed

temperately, but a firm resistance was made to an advance. In most instances they were also advised that an "open shop" policy would be pursued in future.

To the Labor Commission, however, the "open shop" proposition was not mentioned. The employers claimed that the demand for an increase had been made in many factories on running contracts; that is to say, on contracts made before the demanded increase was presented. In factories where this condition existed, it was claimed, if an advance was granted work would continue at a loss. The employers also said the advance would put them at a disadvantage in bidding on new work, for the reason that the wage scale would be higher in Indianapolis than at competing points.

The workmen claimed that the wages paid here were smaller than at any competing point, and offered to submit comparisons, if the employers would join them.

On Thursday, May 24, the employers began the importation strike-breakers, twenty-five having been imported from Chicago, through the agency of the National Metal Trades Association. The striking machinists accosted the imported workmen and warned them that a strike was in progress in Indianapolis. The strike-breakers were employed at the Pope-Waverly Motor Car Company's plant.

A system of "picketing" was inaugurated by the strikers at the different factories, which, it was claimed, proved to some extent effective in dissuading imported workmen from accepting situations offered them in the "struck" shops. It was claimed by the Pope Motor Car Company that it had secured the services of seven machinists from Philadelphia, who shortly after their arrival, were persuaded to leave the employ of the company by the union machinists, and to return to their eastern home. This charge of the company was not borne out by the statement of the men, who said they had been induced to come to Indianapolis on the assurance of steady employment, good wages, and that there was no labor trouble. Upon arrival they found their wages would not be equal to those received at home, with no more work than at the east, and that a general strike was on. To the Labor Commission they were most emphatic in their denunciation of the deception practiced by the Metal Trades Association.

The picketing became so effective and hurtful that the Pope Motor Car Company applied to Judge A. B. Anderson, of the Federal Court, for a restraining order, inhibiting the machinists from "picketing factories where there were strikes; from interfering with non-union workmen, attempting to persuade them to quit work, or interfering with the operation of the plants where machinists had gone on strike." Judge Anderson granted the order petitioned for, and set Saturday, June 16, for a hearing on a permanent injunction. The members and officers of White River Lodge No. 161 of the International Association of Machinists, including all the striking machinists, about five hundred, were individually made parties to the suit, and ordered to appear and show why a permanent restraining order should not be issued. Among other declarations made by the complaining company was one to the effect that as a result of the picketing methods the Motor Company had sustained a loss, since the beginning of the strike, of more than \$10,000, and that it would continue to lose proportionately, unless the court came to its relief. In obedience to the court's order the pickets were withdrawn.

Along with the complaint of the Motor Company filed in the Federal Court were five or six sworn statements of assaults made on non-union men by members of the Machinists' Union, in which, however, nothing resulted more serious than bandying words and tongue lashings.

Commenting on this feature of the controversy, President Heideneick, of the local Machinists' Union, said:

We regard the filing of the affidavits of the nonunion men as the last trump of the employers; for the reason that we can show that the alleged fights and assaults between our men and the nonunionists are pure fabrications trumped up for effect, and are basely false.

Our union has taken a stand for law and order since the beginning of this trouble, and any assaults or trouble between the union men and non-union men were entirely unauthorized by the organization. We are prepared to prove, if we shall be permitted to do so, that the motor company, with the aid of the Allied Metal Trades Association, brought men from other localities to work in its factory by misrepresenting the situation to them. These workmen were led to believe there was no labor trouble in Indianapolis. We have only striven by legal methods to inform these men of the true condition of affairs.

The only violation of the law that has occurred, so far as we know, was on the part of one of the Motor Car Company's imported Chicago ruffians, who made an unprovoked assault on one of our men; but, un-

like the company, we will not make a wholesale charge of collusion on the part of the employers nor make a cowardly appeal to the federal courts for protection through a restraining order.

During the earlier stages of the strike, but principally after the application for a restraining order, several encounters did occur, out of which, fortunately, no serious consequences grew. On the night of Thursday, June 14, two workmen, one a striking machinist, and the other a boilermaker not connected with the strike, nor connected with the union, were arrested on the charge of shooting toward the office of the Atlas Engine Works, where non-union machinists were sleeping. They denied that they had anything to do with the shooting, and claimed they were going to a fishing camp up the river. They were fined in police court, and the offending machinist was also fined \$25 by his union, and afterwards expelled from the organization.

After the shooting affair the Atlas Engine Company applied to Superior Court No. 3, of Marion County, for a restraining order. The application made the charge of shooting and throwing bricks through the office windows, picketing, and other annoyances, and was accompanied by a number of affidavits from officers of the company and strike-breakers sustaining the charges. The point was made by the attorney for the defense that the petition was defective for two reasons: It asked for a restraining order against a non-incorporated body in contravention of a decision of the Supreme Court of Indiana handed down on Tuesday, October 21, 1905, in the case of Karges Furniture Company, of Evansville, against the Amalgamated Woodworkers' Union No. 131, wherein it was decided that a voluntary association, such as a labor union, not incorporated, can not be sued in its association name, but the members may be sued as individuals. It was also declared, in the same decision, that strikers not only have a right to leave their employment, but to induce others to quit work, or refuse to accept employment, if no violence or intimidation is used. When this citation was made, the court (Judge Carter) remarked: "If the Supreme Court has decided that, the writ of injunction in Indiana is destroyed."

The temporary order granted by Judge Carter was modeled after the one issued by Judge Albert B. Anderson, of the Federal Court, on the application of the Pope Motor Car Company. It

forbade the strikers from picketing the Atlas plant, or approaching the employes to dissuade them from working or accepting employment at the Atlas plant, in contravention of the decision of the State Supreme Court, above referred to.

On Friday morning, June 29, when the question of a permanent injunction was under consideration, Judge Carter modified the decision rendered at the time the temporary injunction was handed down. The important concession made by the court was in a recognition of the legal right of the men to picket the plant, providing it was done in an orderly manner. The injunction provided that there might be five pickets kept at the works, but not more than two should be allowed at any one entrance at the same time. The machinists regarded this decision as a gratifying victory.

The decision of Judge Carter, granting the right to picket the Atlas Engine Works in a limited way, was misleading, and came near involving the machinists in trouble with the Federal Court, by mistaking the scope of its application. They took it for granted that the rule applied alike to all the "struck" factories, and accordingly renewed their picketing, among other places, at the Pope Motor Car Works, in violation of Judge Anderson's orders. Judge Anderson had a number of machinists appear before him, to whom he gave instructions as to the scope of his restraining order. It was evident that the men were led into their mistake through the misconception of the jurisdiction of the two courts. Among other things, the Judge said: "If you have no business near the plant you must keep away, and there must be no picketing. Any attempt on the part of a striker to intercept a strike-breaker will be a violation of the restraining order. I shall not tolerate this practice of waylaying the strike-breakers as they are passing to and from their work and talking to them against their will. I want you to understand plainly the scope of the order, for it must be obeyed."

On Monday, June 25, the mayor of Indianapolis held a conference with a number of members of the local Employers' Association, also their attorney and the city chief of police, for the purpose of considering the strike situation among the machinists. It had been complained that the importation of large numbers of strike-breakers to Indianapolis was largely responsible for much of

the recent lawlessness subsequent to the strike. It was alleged that at that time there were about seventy-five strike-breakers in Indianapolis, and that they were brought here by the local branch of the National Metal Trades Union, which was facetiously designated as a "non-union union." It was asserted by union men that the Employers' Association was allied with the National Metal Trades Union, and that the association was directly responsible for bringing a disreputable class of men to Indianapolis to guard the factories and to take the places of union machinists.

It was alleged that some of the recent robberies in Indianapolis were directly due to the class of men which had been brought into the city.

During their meeting with the mayor the employers denied this charge with emphasis. They said that it was to their interest to bring respectable workers to Indianapolis, who would remain permanently in their positions, and that they had done so.

It was charged by the machinists that the first assault made was by a Chicago strike-breaker, who answered a civil question with a blow of his fist. The police court records sustained this charge by a fine and imprisonment of the offender.

Picketing, before the Federal Court restraint was imposed, both at the factories and at the lodging houses of the strike-breakers, offered opportunity for and augmented the recurrence of wordy conflicts, which, in several instances, culminated in fistic encounters, with the accompanying concomitant of bloody noses, black eyes and fines in police court.

The camera played no small part among the elements of friction at the various factories where the strike-breakers were employed. As they would emerge from their work shops they would be confronted by a contingent of amateur photographers, who were bent on taking the pictures of the imported men. Some of the latter made strenuous objection to this, and personal encounters occurred which, in a few instances, required police interference. The object, it was afterward asserted, was not to annoy the imported workmen, but to establish the identity of some of the professional strike-breakers, who were charged with having committed crimes in other localities. One Italian, not a machinist, who carried a dagger; a former Chicago policeman and ex-convict, armed with revolvers; a Swede, who had been several times arrested for acts

of violence when making strike-breaking forays at other points; a Chicago tough, armed with brass knucks, who boasted of having "beaten up" union men elsewhere, and other disreputable characters were identified. Some were arrested, fined and imprisoned, while others of them made their escape before arrests could be made, but all claimed to be regular employes of the Metal Trades Association, as professional "detectives" or "guards."

A very bitter feeling of resentment was found to exist among a number of imported workmen, who said they had been deceived by false statements of agents of the Metal Trades Association. They claimed to have been furnished transportation, the same to be repaid within two weeks after they began work, with the understanding that there was no labor trouble at Indianapolis, and that the demand for additional machinists was because of a phenomenal increase in business at the point of destination. On arrival they were taken to the place of employment, their tools were placed in the factory, and they found, they said, the wages less than at home; and when they refused to accept the wages sought to be imposed upon them, and asked for the restoration of their tools, the request was refused them, under the pretext that they were retained in lieu of the debt due for transportation. Some of the duped workmen had sufficient money to redeem their tools and pay for their return passage. Others forfeited their tools and appealed to charity to assist them home. Still others secreted themselves in freight cars and "bummed" their passage. One man from Cleveland, Ohio, claimed to have been promised forty cents an hour by an agent of the Metal Trades' Association, and showed promises written on the letterhead of that organization in proof of his statement. When he appeared at the Atlas Works, Indianapolis, to his amazement he was informed by the management that thirty cents an hour was the most that they would give, and that he would have to prove his efficiency before he would be given that amount. He refused to accept the offer, and the company kept his "kit" to secure payment of his transportation. After consulting a lawyer he returned and offered to work long enough to pay the amount due the company. But he was refused the opportunity, and a surrender of the tools was also refused. While the company official's attention was absorbed in other matters the man seized his property and escaped. Still another workman from

New York, who alleged he had been "woefully lied to," and claiming he was not able to recover his own tools in the keeping of the Atlas Company, laid felonious hands on property of the company and was arrested, fined and given a workhouse sentence.

It must not be understood by the foregoing recital that the Labor Commission aims to create the impression that all the imported workmen were evil-disposed men, for such was not the case. Some proved themselves to be reliable and worthy, and sought employment for the purpose of improving their condition. Possibly one-half of those who were imported remained and continued in employment; and of that number, one-half have shown themselves to be fair workmen, the remainder belonging properly to the apprentice class. Of those who left, slightly over fifty per cent. claimed to have been deceived in various ways by the agents of the Metal Trades' Association, and the remainder were of the criminal class, some having boasted of the commission of crimes elsewhere, and others having left to avoid arrest, and all of them claiming they were regularly in the pay of the National Metal Trades' Association.

The latter class came, with one or two exceptions, from Chicago. It was said by the Chicago men that no deception had been practiced on them, and that they had come with a full knowledge of the situation in Indianapolis. In verification of their statements one of them gave the Labor Commission, printed on yellow paper, the following:

This copy to be given employee.

CONTRACT.

Date, ..... 28, 1906.

Received from the National Metal Trades' Association the sum of \$5.00 (five dollars), which has been advanced to me in the form of transportation from Chicago, Illinois, to Indianapolis, Indiana.

I hereby agree to work for any one of the following companies:

Atlas Engine Company, Pope Motor Company, Sinker-Davis Company, the Indianapolis Rubber Company, the Jenny Electric Manufacturing Company, the Ewart Manufacturing Company, the Hetherington-Berner Company or other members of the National Metal Trades Association.

And I further agree that the firm by whom I am employed shall deduct from my pay the amount of the money advanced to me, deducting one-half the first pay-day and one-half the second pay-day; and if for any reason I should quit the service of any one of the above mentioned concerns prior to my second pay-day I agree that the total amount of money so advanced to me shall be deducted from whatever wages may be due me.

I am fully aware that there is a strike on at the present time in the shops of the above mentioned concerns, and I certify that I am perfectly willing to go to work under such conditions.

I further agree that my tools and personal effects shall be considered as a pledge for the faithful performance of my duties and the repayment of moneys advanced, failing of which, the same may be sold at either public or private sale without notice to me.

.....

Speaking of the demand of the machinists for an increased wage, one of the prominent officials of the Atlas works said:

As the matter now stands we are paying some of our machinists even more than the new scale provided for, and shall continue to do so because they are really fine workmen and are worth the money. But here is the situation briefly stated: For years the Atlas Company has been employing union machinists, and, of course, paying union wages. During this time if we needed machinists the union, through its business agent, Mr. Ed Collins, furnished them with this understanding, that if at any time it was found impossible for the union to furnish good, competent workmen then we reserved the right to secure such workmen elsewhere. Recently, however, since the retiracy of Mr. Collins as business agent, methods have changed with the union, and there has been imposed upon us not only a number of incompetent men, but now we are confronted with a demand for an increase of wages. But this, perhaps, is not the gravest feature of the situation. Several of our strongest competitors in this field employ cheap non-union labor, and against some one or more of these firms we have to compete on every business proposition that comes before us. It is plain to be seen, therefore, that it is unjust to ask us to advance wages as long as our competitors are not required to do so. We stand ready to pay any advanced wage they pay, but to pay more means a money loss we can not stand.

Heretofore the Atlas Company has refused to affiliate with the Metal Trades' Association, for which reason the association has made dire threats to put us out of business, but so far our company has not heeded its threats; but if the union persists on a wage advance, the Atlas Company will be compelled to protect itself, even if, by so doing, it is compelled to form an offensive alliance for protection.

On Friday, June 29, a settlement of the trouble was effected so far as the Atlas works was concerned, which resulted in the gradual reinstatement of the old employes at the rate of wages originally demanded,  $32\frac{1}{2}$  cents per hour. This settlement was a victory for the men, they claimed, and the company expressed its entire satisfaction.

During the last week in August a settlement was also made with the Atkins Company, by which a goodly number of the strikers were given permanent employment. Others of the idle men were

given work in local factories where union wages were paid and increased business made necessary larger working forces. Some left for other points where living wages and desirable working conditions made employment more satisfactory.

#### RAILWAY CARMEN, PRINCETON.

On Saturday, July 7, 1906, one hundred men employed in the repair shops of the Louisville and St. Louis division of the Southern Railroad, at Princeton, Gibson County, struck to enforce a demand for the reinstatement of eight men, who had been discharged on Tuesday, May 1, preceding. These men were members of Twin River Lodge No. 13, holding, since the year 1900, a charter under the Brotherhood of Railway Carmen of America, headquarters at Kansas City, Mo. The strikers included planing mill men, coach carpenters, engine carpenters, freight car carpenters, engine painters, coach painters, inspectors, oilers, and wreckers.

While there are four or five repair stations along the line of the Southern Railway between Louisville and St. Louis, the Princeton shops are by far the larger of them all, and during most of the season employ between six and seven hundred workmen; sometimes even more. The number of men so employed, and the continuance of service during each month, is regulated by the amount of money appropriated from month to month, to be expended for repair purposes at the Princeton shops. For years it had been the rule, when it became manifest that the expenditures for a given month would exceed the appropriation for repair purposes, to either shorten the hours of labor or discontinue the services of workmen in certain departments until the succeeding month's appropriation became available.

On the 19th of April the local management discovered that the appropriation for the month was well-nigh expended, because of which the following was posted in the car shops:

#### NOTICE.

April 19, 1906.

Effective at once, these shops will close until Tuesday, May 1.

C. M. HOFFMAN,  
Master Mechanic.

There were two "crews" or gangs of workmen to which such notices had not formerly applied at the Princeton shops, one being the "wrecking crew," including eight men whose prompt services were imperative in times of disaster along the line of the road; the other being eight men who "worked on loads," that is, repaired "loaded cars" which became damaged in transit, thus saving the company the time and expense of shifting the loads to other cars, and sending the injured ones to the shop for repairs. Both crews were considered "emergency men."

The peculiar wording of the foregoing notice, which included the wrecking crew in the lay-off, and the subsequent verbal order for the workers on "loads" to remain on duty, excited a suspicion in the minds of many members of the union to which the wreckers belonged that an attack was being made covertly on their organization. It subsequently developed, however, that this suspicion was not justified by the facts.

On Saturday evening, April 20, the next day following the posting of the notice, the Twin River Lodge met in special session to discuss the situation. It was finally decided, by a practically unanimous vote, that as the wreckers were included in the lay-off, they should not respond to an emergency call if one should be made before the first of May. On Sunday, April 21, a small wreck occurred close to Princeton, and the wreckers were summoned to respond. Claiming that they had been entirely relieved from duty until the first of May, and that the company had retained a sufficient number from other departments to perform wrecking duty, and that two or three of the crew were temporarily absent from Princeton, thereby reducing the efficiency of the wrecking crew, and in obedience to the instructions given by their union, they refused to respond to the company's call. At a subsequent meeting of the organization the former action binding the wrecking crew from further service until the first of May was rescinded, and General Foreman Smith was notified that in the future the wrecking crew would respond to all calls.

Some days later, through the perfidy of persons unknown, a destructive wreck occurred fifteen miles east of Princeton. When this became known the wrecking crew of the company offered their services, which were declined by the company.

On Tuesday, May 1, in accordance with the posted notice, those

who had been laid off returned to the shops, expecting to be placed at work, but encountered a second

**NOTICE.**

Work will not be resumed in these shops until May 5; nothing but absolutely necessary work will be done.

**C. M. HOFFMAN,**  
**Master Mechanic.**

On the last named date the wreckers, with the others laid off, applied for work, and were rejected, General Foreman Smith claiming that by refusing to respond to the wreck call they had forfeited their positions as wreckers and their connection with the company. All the other employes included in the lay-off were returned to work, ninety odd in number, without prejudice.

The "Protective Board" of the organization, consisting of Messrs. George Skelton, Albert Rottet and Jacob Johnson, sought to effect a reconciliation and reinstatement of the wrecking crew, but failed. They were told a second time that they had been guilty of insubordination, and that their services were no longer acceptable as wreckers.

Thereupon Mr. F. L. Ronemus, Grand Chief Carman of the Brotherhood of Railway Carmen of America, who lives in Kansas City, was called to Princeton and asked to negotiate a settlement and reinstatement of the barred workmen.

Mr. Ronemus reached Princeton Sunday, May 6, and after hearing the report of the "Protective Board" and familiarizing himself with the action of the local organization, he instructed the local "Protective Board" to address Messrs. H. M. Hoffman and E. C. Smith, Master Mechanic and General Foreman, respectively, the following communication:

Princeton, Ind., May 17, 1906.

Messrs. C. M. Hoffman, Master Mechanic; E. C. Smith, General Foreman, Southern Railway, Princeton, Ind.:

Gentlemen—We, the undersigned, as a committee representing the employes of the car department of this place, regret the necessity of again annoying you by further reference to the matter of the shut-down of the shops on or about April 19th, as per your bulletin posted on said date, and the resumption or reopening of the shops on or about May 5th, with result that a number of your employes, viz.:

A. James, John Conrad, George Mitchell, Ulie Williams, George M.

Bruce, Hardy Compton and M. W. Steele, among which are some of the oldest and most experienced employees in your service, have not been permitted to resume their work.

As you know, this committee has been before you to take up the matter, and your impression seems to be that these men and others conspired to annoy the company by refusing to respond to a call to go to a wreck on the afternoon of April 21st, when from your bulletin posted April 19th, the men were plainly given to understand that their obligations to the company ceased until May 1st, on which date all the men were prepared to resume work and be obedient to all proper demands upon them in their respective capacities as workmen.

We are now in a position to state to you positively that no such conspiracy was indulged in for such purpose; that your employes, whom we represent, including practically all those employed in the car department, have made an investigation, and while it has been, and is by them agreed, that some of the men referred to were hasty and inconsistent in refusing to respond to a call to go to a wreck, and that all who advised such a course at a meeting held for the purpose of agreeing on what action should be taken, also erred in the agreement to support the men in such refusal, from the fact that no action was taken by your employes to prevent any of those retained in the employ from attending to wrecking, we respectfully submit, as the representatives of your employes, that the unusual wording of the bulletin referred to was the cause of such action as was taken, and we feel that we can assure you in the most positive manner that if you will assure us of the reinstatement of the men referred to, in accordance with the regular rules of the company, as early as it is practicable to do so, there will in future be no recurrence of such action as has resulted from misunderstanding on the part of the men, of the intended meaning of the bulletin of April 19th, and your own as to the action of your employes following same.

Your employes, collectively, have again carefully considered the matter in their meeting, and this committee is under instructions to again appeal to you for the placing of the men referred to in employment at as early date as is consistent.

Should you persist in refusing to consider this appeal, and find you can not comply, then we respectfully beg leave to be advised, that we shall proceed to at once refer the matter to your superior officials, though we trust you may prefer to adjust the matter without the necessity of so doing.

We beg to assure you in the most positive manner that we earnestly desire the most harmonious relations to exist between employer and employe, and hope that the heretofore friendly relations may be continued, and assure you that the employes in this department will do their part in promoting the same, if this matter is adjusted.

Yours respectfully,

GEORGE SKELTON,

A. E. ROTTEK,

J. S. JOHNSON,

Committee.

When the foregoing letter was handed Master Mechanic Hoffman and General Foreman Smith they readily consented to meet Mr. Ronemus, but declined to allow the "Protective Board" of the union to join in the conference, for the assigned reason that the latter had been members of the wrecking crew, and having, as they said, voluntarily severed their connection with the company by refusing to do the work for which they were employed as wreckers, they had no further interests in the settlement of the controversy. In the conference which followed, Mr. Ronemus urged a settlement, but was told by the road officers that the men would never be reinstated by the company to their old positions on the wrecking crew. The officers alleged that, aside from the last refusal to respond, they had, at other times, been guilty of other acts of insubordination. It was also charged the wrecking crew had been involved in conspiracies against the company's welfare; were inefficient, and in many ways had caused trouble. Having failed to secure the reinstatement of the crew, Mr. Ronemus informed Messrs. Hoffman and Smith that he would appeal to higher and still higher officers of the road until he reached the limits of the managerial authority in his efforts to reach a settlement. He was then requested by these gentlemen to confer with Mr. C. C. Coffee, division superintendent, who was next in command, and who had his office at the Princeton shops.

On the date indicated, Mr. Ronemus had the "Protective Board" of the union forward the following communication:

Princeton, Ind., June 17, 1906.

Mr. C. C. Coffee, Division Superintendent, Southern Railway, Princeton, Ind.:

Dear Sir—The undersigned committee of the employes of the car department respectfully beg to advise you that, owing to a misunderstanding resulting from the shut-down of the shops at this place on April 19th and resumption of work on May 5th, 1906, a number of the most experienced employes of this department are not permitted to resume their employment. After due consideration of this matter by all employes of this department, this committee had made several efforts to secure an adjustment of the matter through the General Foreman and Master Mechanic, with no satisfactory results.

The employes of this department feel justified in insisting that the men now out of employment are being unjustly treated, probably unintentionally and through misunderstanding, and we appeal to you to permit us, as a committee representing the men, to make an explanation to you fully, and respectfully requesting you to grant us a hearing immediately for such

explanation, and trust that after the same you will feel justified in advising the reinstatement, in accordance with the rules of the company, of those left out of employment.

Should you feel that you can not grant our request, we advise that it will be necessary for us to refer the entire matter, with such recommendation as you see fit, if any, to the General Superintendent, which we desire to do at once unless the matter is promptly adjusted here.

Hoping that you can accommodate us with a hearing on the matter at once,

We are, respectfully yours,

GEORGE SKELTON,

A. E. ROTTET,

J. S. JOHNSON,

Committee.

Mr. Coffee readily granted an interview with Mr. Ronemus, but, like Messrs. Hoffman and Smith, refused to meet the committee whose names were signed to the letter, and practically for the reasons previously assigned. After a long talk Mr. Coffee agreed to take this matter up again within a day or two, which he did, but his decision was in harmony with that given by Messrs. Hoffman and Smith, declaring that the men should not return to the employment of the company as wreckers.

Upon this decision Mr. Ronemus took another appeal, this time carrying the petition to Mr. C. P. Cooper, General Superintendent of the Southern Railroad system between Louisville and St. Louis, concerning which the following communication signed by the committee is self-explanatory:

Princeton, Ind., July 6, 1906.

Mr. C. P. Cooper, General Superintendent, Southern Railway, St. Louis & Louisville Lines, St. Louis, Mo.:

Dear Sir—Owing to a misunderstanding of the disagreement between your general foreman of the car department and Master Mechanic and the employes in the car department at this place, which resulted from the temporary shut down of the shops from April 19th to May 5th, 1906, there is much dissatisfaction on the part of the employes because of the refusal of the general foreman to permit certain of the employes (wrecking crew) to resume their positions, after the temporary suspension.

The undersigned, as a committee of the employes of the car department, have called on the general foreman with a view to bringing about an amicable adjustment without results. We then appealed to the Master Mechanic, and, after several interviews with him, at which no progress was made, we then appealed to the Division Superintendent, with still unsatisfactory results. Therefore, we respectfully request that you permit this committee to present their claims to you personally, that you may make the necessary investigation, and suggest that this should be done as

promptly as possible. We desire to assure you of our earnest desire to prevent anything like a suspension of work on the part of your employes, and that all the employes desire is the most harmonious relations between employer and employe; that we wish to promote the best interests of the company as well as men, which it appears to us can only be done by the officials recognizing certain rights and privileges of employes. With this case it appears to us that your local officials are not willing to agree. While we regret to annoy you with this matter, we feel justified in saying that after having exhausted every honorable means to bring about an adjustment with the local officials, we will be unable to prevent undesirable action by the body of the car department employes unless you grant this committee a conference at a very early date.

We feel that we can not well give the details satisfactorily in writing, but assure you that the matter is of much importance; and we trust that you will be able to meet this committee without unnecessary delay, when we can explain the difficulty to your entire satisfaction, and can only expect justice for the men we represent.

We would suggest, if possible, you come to Princeton, where a full investigation could be made in a very short time; though this committee will promptly call at your office for full explanation on your fixing a date on which you can meet us.

We hope to hear from you at your earliest convenience, and that you will be able to arrange for a meeting with us at once. But, however, if we should not receive reply from you by June 12, 1906, we will consider our request ignored.

We are respectfully yours,

GEORGE SKELTON,  
A. E. ROTTET,  
J. S. JOHNSON,  
Committee.

Mr. Cooper, after the receipt of the above letter, granted an interview to Mr. Ronemus at St. Louis, Messrs. Coffee, Hoffman and Smith also being present. Mr. Ronemus gave at length a statement of the strikers' side of the controversy, and the circumstances which led up to it. The charges were practically all denied by Mr. Cooper, who ratified the decision of his subordinates in refusing the reinstatement of the men.

Later on a second interview was held between Messrs. Cooper and Ronemus at St. Louis, with about the same results as before.

Mr. Cooper urged Mr. Ronemus to call off the strike, the latter being a national officer of the carmen's organization, which Mr. Ronemus said he had no power to do. It was agreed at this conference another one should be held at Princeton on Friday, July 6.

In accordance with this arrangement, Mr. Cooper arrived in Princeton on Friday, July 6, for the purpose of taking up the

strike situation. He held a brief interview with Mr. Ronemus, in the presence of local subordinate road officers, but admitted none of the proffered witnesses of the workmen, and the same day went to Evansville in his private car, accompanied by Division Superintendent Coffee. Successful effort was then made to communicate with him at Evansville by Mr. Ronemus, who received a long-distance phone that Mr. Coffee would return and concede another interview. Mr. Coffee returned, but failed to meet Mr. Ronemus, who, claiming he had exhausted every effort to secure an honorable settlement, obeyed, he said, the laws of his organization, and called out the entire membership of the local union employed at the shops—100 in number.

Two days after the strike was ordered the following manifesto was printed and mailed to the membership of different lodges of the Brotherhood of Carmen of America:

PLEASE READ TO LODGE AND DISTRIBUTE.

Princeton, Ind., July 9, 1906.

To All Lodges and Members of the B. R. C. of A., Greeting:

Brothers—On April 19, 1906, the following notice was posted in the car shops at Princeton, over the signature of the Master Mechanic:

"NOTICE.

"Effective at once, these shops will be closed until May 1, 1906."

After the posting of this notice, the wrecking foreman, wrecking engineer, and eight men to work loads, were verbally notified through the officials to remain on duty regardless of the notice.

The unusual wording of this notice, and subsequent verbal request for the limited number of emergency men to be retained, caused our brothers of Twin River Lodge No. 13 to call a special meeting to advise on the matter, at which meeting it was unanimously agreed that the company had released from duty until May 1st all except the men retained by verbal notice, and it was decided to act accordingly, and that none except those thus retained would be considered under obligations to the company until May 1st, that none others of the carmen should work for the company in the car department until that date.

On April 21st a number of the regular wrecking crew were called by company for duty, at a small wreck, and refused to respond. Knowing the wrecking foreman and engineer and those retained were able to do the necessary work, and who had not been advised not to respond to call for any duty, the men called refused to go.

On reporting for duty on May 1st, the general foreman refused to permit any of the wrecking crew to assume their positions, claiming they had quit the service of the company and left the company without wrecking facilities on April 21st. Whereupon the aggrieved brothers and the lodge

and Protective Board proceeded as per constitution to secure an adjustment of the matter by reinstating the brothers aggrieved, which the company through its officials has persistently refused to consider.

The Grand Chief Carmen was appealed to, and in conjunction with the Protective Board has done all in its power to bring about an adjustment with no results. It was thereupon decided by a practically unanimous vote to order a suspension of work, which has been sanctioned by the Grand Chief Carmen, but not until another and final effort to secure a conference for adjustment was resorted to. The officials failing to grant the conference, the suspension of work was ordered and is now on, and we ask all brothers and friends to support us in every honorable way in standing by our mistreated brothers, whom we feel it our duty to stand by to the end of life if necessary. Among those thus discriminated against are some of the oldest and most competent employes in the department.

Brothers and friends everywhere, give us your support and we can not but win this contest. It is honorable to uphold our brother. Advise all carmen to stay away from these shops and yards and refuse to repair any cars that may be sent to your place from these shops for repairs. No men, and practically no one else, are working here, the shops and yards are practically dead. Our cause is just, and right must prevail if our brothers will do their duty by us. We ask no dishonorable aid, and are ready to render as faithful service as ever before on the recognition of our rights by the officials under whom we are employed.

GEORGE SKELTON,  
ALBERT ROTTET,  
JACOB JOHNSON,  
Protective Board.

Approved:

FRANK L. RONEMUS, G. C. G.

On Tuesday, July 10, the third day after the strike, the Labor Commission went to Princeton, and communicated with both sides, asking for a conference looking to conciliation, or to proffer arbitration. Promptly from the company came the following note:

Princeton, Ind., July 14, 1906.

State Labor Commission of Indiana:

In answer to your inquiry will say the Southern will arbitrate the strike before the Labor Commission.

C. C. COFFEE,  
Division Superintendent.

With equal promptness the workmen, through their "Protective Board," agreed to any method of settlement the Labor Commission would suggest; provided, only, that no definite action be taken until the presence be secured of Mr. Frank L. Ronemus, who, after his failure to negotiate with Mr. Cooper, returned to his home in Kansas City. After a delay of four days that gentleman

returned to Princeton, ready to represent his craftsmen in settlement.

A second delay of four days was occasioned by a disastrous wreck near Golden Gate, Illinois, on the line of the Southern Railroad, the delay in the clearing up of which was occasioned, the officers of the road assert, because of the wreckers' strike. Finally on Thursday, July 19, in answer to a communication sent to Mr. C. P. Cooper, General Superintendent of the road at St. Louis, the following communication was received:

St. Louis, Mo., July 19, 1906.

Messrs. McCormack and Woerner, Labor Commissioners of the State of Indiana:

Gentlemen—We understand that, in pursuance of the duties of your office, you are engaged in investigating the differences between us and certain employes in the car department of our Princeton shops with a view to settlement.

On April 19, 1906, the car department of our shops at Princeton was temporarily closed. On the afternoon of April 21, 1906, the following employes: A. James, John Conrad, George Mitchell, Uli Williams, George M. Bruce, Hardy Compton and M. W. Steele, were called to go to a wreck, but each and every one of them refused to respond to this call. For this reason they were discharged from the service of this company. The other employes of the car department went to work May 5, 1906; subsequently, on July 7, 1906, they quit work, insisting that we should reinstate the above-named persons; this we declined to do.

We are not willing to have any man as a member of a wrecking crew who will, except for reasons absolutely imperative, refuse to respond to a call to go to a wreck. Such a call may at any time, and often does, involve the rescue and preservation of human life, besides the protection of endangered property. It is absolutely necessary in the public's interest, and our own, that we have a wrecking crew upon whom we can absolutely rely for prompt response to a call for duty.

Now, as for the car department of our shops at Princeton, it is not at all necessary for us to open it for an indefinite period. We have made no effort to supply the places of the men who quit our service; if they choose to return to work we are willing to reopen the shops and restore them to employment. As to the above-named wrecking crew, however, we will not employ them in that capacity, but are willing to consider the question of giving them other employment in the car department at a place other than Princeton.

We see no reason why you can not use your good offices to bring about the adjustment of any differences between us and our men upon the above basis, and would be glad if you would do so. We will also be glad to join in conference with you, if such should be your wish.

Respectfully,

(Signed)

C. P. COOPER,  
General Superintendent.

By agreement, Mr. Cooper met the Labor Commission in the company's office at Princeton on Friday morning, July 20. There were also present Messrs. C. C. Coffee, C. M. Hoffman, E. S. Smith and Judge John C. Wellman, attorney for the road. Mr. Cooper said in part:

Our lay-off notice of April 19, did not include all the wrecking crew, but notwithstanding this fact they all refused to go to a wreck, because of the resolution passed at a meeting of their union. It has been understood for many years that emergency crews have been expected to respond promptly in case they were needed; and in this instance a number of men left their addresses, in order to be called upon when wanted. It seemed the men on the wrecking crew did not want to work "on loads," as they never earned as much as when at work at their regular occupation. This wrecking crew always received straight time from the hour it left the shop until it returned, sleeping or working; were given their meals free, furnished in good style from our commissariat on the wrecking train, prepared by an excellent cook, and supplied with clean sleeping apartments, and always seemed anxious to respond before the passage of the prohibitive resolution by the union.

At the time of the wreck, after the posting of the notice, the wrecking foreman and eight of the men were notified to work on, the same as before. However, when called to go to the wreck they refused, not knowing but that there may have been many lives at stake.

Written notice was sent to all of the wrecking crew, and delivered to each one, but they not only did not respond, but ignored the notice by not even sending an answer.

After I told Mr. Skelton, of the local committee, I would reinstate the wrecking crew other than at Princeton, he told me he could not answer as to the acceptability of that proposition before the lodge took action on the matter, and that he would let me know the decision of the lodge. But he never did notify me of the result of the meeting of the lodge. It was my intention to give these men as remunerative employment as carmen along the Southern Road as they had had at the Princeton shops, and if they proved loyal and merited the treatment, they were to be placed at Princeton as soon as occasion offered. My mind was to that effect then, and I have never changed it since. It has always been the custom of a member of the wrecking crew to notify his foreman whenever he was leaving, even for a few hours, and always, up to this last wreck, left word where he could be found in the shortest time. The entire crew failed to give this notice, excepting the engineer, who, no doubt, did not know that it was the intention of the wrecking crew not to go to a wreck if called upon.

This matter is wholly one of discipline, and shall be so treated, without animosity toward any member of the old crew.

In the afternoon of the same day, Friday, July 20, the Labor Commission held an audience with Messrs. George Skelton, A. E. Rottet and J. S. Johnson, of the local union's "Protective Board," and Mr. F. L. Ronemus. These gentlemen said in part:

The Southern Company's shops are operated under what is known in our parlance as the "appropriation system;" that is, a certain amount of money, regulated from month to month to suit the convenience of the company, is appropriated for running expenses. If, as has frequently happened, the appropriation was not sufficient to meet the expenditure for a given month then certain departments, least needed, would be closed down until the beginning of the following month. This was done by posted notices always containing the phrase "except in case of emergency," which had been interpreted to mean that in case an emergency arose those, or a part of those, whose services had been discontinued might be called upon to render the company temporary service. The last posted notice did not contain this phrase, and hence the men concluded the lay-off was absolute for all of them during the intervening eleven days from April 19 to May 1. Acting on this theory some of the wrecking crew chose this time for their vacation trips, and absented themselves from Princeton temporarily.

There is another fact in this connection which must not be overlooked: There is another gang of men, who are called "workers on loads," that is, they repair loaded cars that may become crippled anywhere on the road. These "workers on loads," like the wrecking crew, travel wherever their services may be in demand; and are, in fact, assistant wreckers, frequently being called upon to aid the regular wreckers. These men were not laid off with the rest, and it was naturally supposed that they were to do the wrecking during the lay-off.

Another incident leading up to this unfortunate affair must be taken into account by the Labor Commission, in your investigation and final determination of this matter, namely: When the lay-off notice was posted there remained in the shop one car in course of repair. A member of the wrecking crew was ordered to return next day and finish the task. He did as instructed, and when leaving the premises stopped for a moment to answer a question, when an officer of the company ordered him away saying: "I want you wreckers to leave the premises, and remain away until the first of May."

On Friday night, April 20, a meeting of the union was held, at which the question of the lay-off came up for consideration; when all these circumstances had been rehearsed, a motion prevailed that, in view of all the facts, the wreckers should remain away from the shops until May 1, in obedience to orders; and when called upon to respond to a small wreck on the following day obeyed the instructions of their union, and did not respond to the call of the company. To have done otherwise would have been in violation of their oath to their organization.

We maintain that if any wrong was done, it was on the part of the union in imposing upon the wreckers such instructions, and in that event the union, and not the wreckers, should have been disciplined.

The next night, Saturday, April 21, the union met in regular session, rescinded the former action, and instructed the wrecking crew to respond to all further orders made upon them by the road; and the officers of the road were so notified.

To show our sincerity in the matter, when the disastrous wreck occurred fifteen miles east of Princeton, the wrecking crew offered its services;

but were told that the assistant wreckers, or, in other words, the "workers on loads" had rendered all necessary service, and that therefore, the assistance of the regular wrecking crew was not needed.

In our attempted negotiations with the company for the purpose of reconciling this matter we have from the start acted in good faith. We first began by recognizing the authority of the foreman, Mr. E. F. Smith, under whom we worked. But he having refused the desired relief, we appealed to the next higher official, Mr. C. M. Hoffman, master mechanic. Having again failed, we applied to the next higher in authority, Mr. C. C. Coffee, division superintendent. Meeting with like fate at his hands, we had recourse to the court of last appeals, as it seemed, Mr. C. P. Cooper, general superintendent, and have failed in each instance to secure justice.

It must be remembered that we are not asking for the restoration of these eight men to their late positions as wreckers, but have simply petitioned that they be restored in the Princeton shops as car men.

With this brief statement the final adjustment of this matter now rests in the hands of you gentlemen of the Labor Commission.

At the close of the conference with the "Protective Board" of the union and Mr. Ronemus, the Labor Commission was handed the following letter from Mr. C. P. Cooper, containing the company's final proposition:

Princeton, Indiana, July 20, 1906.

Messrs. McCòrmack and Woerner, Labor Commissioners of the State of Indiana:

Gentlemen—Supplementing my letter of the 19th inst., in the matter of investigation of differences between the Southern Railway and certain of its employes in the Car department at Southern shops, the Southern Railway Company, upon the understanding that all the Car Department employes now out will return to work Monday morning, July 23, it will again employ the following persons: A. James, John Conrad, Geo. Mitchell, Uli Williams, Geo. M. Bruce, Hardy Compton and M. W. Steele, in the Car Department at points on the St. Louis Division other than the Princeton shops, and will put them to work on July 23, 1906, at the rates of pay prevailing where they are given work.

The above named persons will be given preference over any new men that may be hereafter employed in the Car Department at the Princeton shops.

Respectfully,

SOUTHERN RAILWAY COMPANY,

(Signed) By C. P. COOPER,

General Superintendent.

A final conference was held with the "Protective Board" and Mr. Ronemus, Friday night, July 20, which, as the finding of the Labor Commission, resulted in the following recommendation:

Friday Night, July 20, 1906.

In the matter of suspension of work on account of disagreement between Southern Railway Company (St. Louis Lines) and employes of Car Department, in conference with Messrs. L. P. McCormack and C. F. Woerner, State Labor Commissioners, after discussion, I advise that the "Protective Board" advise all Car Department employes to return to work in good faith on Monday morning, July 23, 1906, determined to render as faithful services as they are capable of in their respective capacities, fully believing the Southern Railway Company, through its officials, will carry out the provisions of letter from Mr. C. P. Cooper, General Superintendent, to the Labor Commission, in reference to placing the members of former wrecking crew at the home (Princeton) shops as early as convenient. I also recommend that the said members of former wrecking crew, on account of whom the late difficulties arose, accept positions temporarily at other points.

F. L. RONEMUS,  
Grand Carman.

On motion of J. Johnson, seconded by A. Rottet, the above recommendation was adopted unanimously.

GEO. SKELTON,  
A. E. ROTTET,  
J. S. JOHNSON,  
HARRY STEVENS,  
Committee.

The restoration of the 100 strikers was made complete on Monday morning, July 23, and good faith has been kept by both parties to the agreement.

#### UNITED MINEWORKERS SETTLEMENT.

On Saturday, March 31, 1906, by the expiration of a contract, practically 13,500 coal miners of Indiana suspended work pending the renewal of a trade agreement. The miners involved in this suspension were members of local lodges in the coal fields of Indiana, and all holding charters under the United Mine Workers of America.

For years previously it had been the custom of the organized miners of Western Pennsylvania, Ohio, Indiana and Illinois to meet in annual delegate convention with the coal operators of the States named, for the purpose of making contracts fixing the wages and other working conditions to govern during the ensuing period fixed upon.

In pursuance of this method, on Thursday, January 25, 1906, the joint interstate convention convened in Tomlinson Hall, Indianapolis, to formulate an agreement for the following year, begin-

ning with April 1, 1906. After many days' deliberation of the scale committee, composed of 16 operators and 16 miners, each equally divided between the States represented, on Thursday, February 1, made the following report:

- 1st. A general advance of  $12\frac{1}{4}$  per cent. over the present scale.
- 2d. To be paid on a run-of-mine basis, with a proper relative run-of-mine price for all the States covered by the contract.
- 3d. That the differential between machine and pick mining be 7 cents per ton.
- 4th. That a uniform outside day wage scale be established.
- 5th. That all yardage and deadwork be advanced  $12\frac{1}{4}$  per cent.
- 6th. That no boy under sixteen years of age be employed in or around the mines.
- 7th. That our contract become effective April, 1906, and expire March 31, 1907.
- 8th. That eight hours from bank to bank shall constitute a day's work.
- 9th. That when the men go to the mine in the morning they shall be entitled to two hours' pay whether or not the mine works the full two hours, but after the first two hours that the men shall be paid for every hour thereafter by the hour for each hour or fractional part thereof. If for any reason the regular routine work can not be furnished the inside day labor for a portion of the first two hours, the operators may furnish other than regular labor for the unexpired time.
- 10th. That the check-off for the collection of dues, initiation fees, fines and assessments levied by the United Mine Workers of America become a part of the interstate joint agreement.
- 11th. That internal differences in any of the States or districts, both as to prices and conditions, shall be referred to the States or districts affected for adjustment.

Upon these several demands no agreement was reached, and on Thursday, February 2, the joint interstate convention adjourned sine die.

At the earnest solicitation of President Roosevelt a second interstate convention convened at Indianapolis on Monday, March 20, 1906. No agreement was reached, and after several days of fruitless discussion and effort, the second session of the joint interstate conference adjourned.

The failure of the two interstate conventions to reach an agreement made it necessary for the operators and miners of the respective States to meet in separate State conventions and make contracts operative and binding within their respective territories.

For the accomplishment of this purpose representatives of the Consolidated Coal Company and the Indiana Bituminous Opera-

tors' Association met in convention with delegates of the Eleventh District Mine Workers at Terre Haute, on May 1, 1906.

Preceding the meeting of this convention the Indiana Operators' Association printed and issued in circular form the following:

**WHY IS IT THAT THE WESTERN OPERATORS CAN NOT PAY THE ADVANCE IN WAGES DEMANDED BY THE MINERS AND GRANTED BY THE PITTSBURG OPERATORS?**

In view of the fact that our mines are idle resisting said demands while the district referred to has conceded it, we are constantly being asked the above question. We reply that the labor cost of producing coal in Indiana is not less than 25 per cent. in excess of the labor cost in the Pittsburg district, with practically the same physical conditions, in evidence, of which we submit the following figures taken from the last wage scale between the operators and the miners in the district named:

**WAGES PER TON FOR SHOOTING AND LOADING 1½-INCH LUMP COAL.**

	<i>Indiana.</i>	<i>Pittsburg Thick Vein.</i>	<i>Excess Paid in Indiana.</i>
Pick mining .....	\$0 85	\$0 71.8	18.4%
Pick machine .....	67	52.8	26.9%
Chain machine .....	63.5	48.19	31.8%

**WAGES PER TON FOR SHOOTING AND LOADING MINE-RUN.**

Pick machine .....	\$0 42	\$0 33.47	25.5%
Chain machine .....	39.5	31.14	26.8%

There are many other items entering into the cost of coal, and while in a few of those the same wages are paid in both districts, in the aggregate the same ratio of 25 per cent. in wages in favor of the Pittsburg district obtains, and even though the Pittsburg operators now pay 5.9 higher wages than last year, their cost of labor is still from 15 to 20 per cent. lower for the same amount and class of work than the Indiana operators have paid and offer to continue to pay.

With full knowledge of the above stated facts, Indiana proposed repeatedly on the floor of the joint convention of miners and operators to concede the miners' original demand of 12½ per cent. advance, together with free powder in machine mines, on condition that Indiana be granted Pittsburg differentials and conditions.

Another proposition was made by the Indiana operators at the same time to submit all existing differences to a commission to be appointed by the President of the United States, and the decision to be binding upon both parties. Both of those propositions were rejected by the miners. The public is often told that the miners do not earn sufficient for the proper maintenance of himself and family owing to a low scale of wages.

In refutation of such statement we submit the following from our last year's pay rolls:

In a pick mine in Vermillion County six men earned in the month of December \$112, \$109.68, \$118.15, \$118, \$113.42, \$117.70 net earnings.

In a pick mine in Greene County in which thirty-two miners were employed twenty-two earned more than \$75 each from the 15th to the 31st of March. During the same time in another pick mine in the same county three men worked 130 hours each and earned \$76.51, \$79.53, \$109.75, an average of more than 65 cents per hour.

In a machine mine in Greene County three men worked 183 hours each in March and earned \$125.43, \$109.75 and \$124.20, or an average exceeding 65 cents per hour.

In another machine mine in the same county three men worked 125 hours each in March and earned \$129.80, \$166.68 and \$98.74, or an average exceeding \$1.05 per hour.

We could cite numerous instances of such earnings from every part of Indiana, but lack of space forbids. Lest it be said that we are presenting the exceptions we submit one more statement.

In a machine mine in Sullivan County all the loaders, 108 in number, earned an average of 54½ cents per hour in the months of February and March, 1906, or \$4.34½ per day for two months.

We do not wish to convey the impression that our miners work every day and earn so much money per year, as those figures show they might earn if working all the time.

We are only attempting—in defense of our contention that the scale of wages we propose to pay is not too low—to show what an able, industrious man can do. The weakling can't and the lazy won't, but the able and willing can and do earn more wages in the coal mines than any other class of semicommon laborers in the world.

Respectfully submitted,

Indiana Bituminous Coal Operators' Association.

J. C. KOLSEM, President.

P. H. PENNA, Secretary.

According to the statement made by Mr. Wellington O'Connor, President of the Eleventh District of the United Mine Workers, "the foregoing figures given out by the Operators' Association to explain their reasons for not signing the 1903 scale, are misleading. The report, it is said, is based on the wages paid for Pittsburg thick vein mining, when in reality the scale in all mining districts of Indiana is based on the Pittsburg thin vein.

"As the operators' report stands, the 1903 scale for Indiana shows an increase of from 18.4 to 31.8 per cent. over the wages paid for Pittsburg thick vein mining, but this proves nothing, for the difference in conditions in Indiana and the thick vein region equalizes the earnings of the miners in the two places.

"As for the reported high wages earned by a few of the miners," said Mr. O'Connor, "that doesn't prove anything. We admit that some of the men do earn extra large amounts, sometimes in com-

paratively short working periods, but these men try themselves, and conditions are usually good for them. While they are doing this the majority of the others won't earn anything like as much. Then the operators do not say anything about the days that the miner will work getting his coal ready for the hoister, and in doing so earns practically nothing.

"In the Consolidated Coal Company's report the earnings of the miners in the nine mines operated by that company during March are published. Five hundred and fourteen men are reported to have worked during the month. According to the report these men earned \$53,991.65, or \$103.09 each. The local unions at the nine mines are paying per capita tax on 1,107 members. This leaves 503 miners not reported at the mines.

"What we want to know," said Mr. O'Connor, "is what the remaining men earned?"

"I admit that some of the men were idle, but I claim that it is entirely out of the question to consider 593 of them idle. The report from Mine No. 26 has 57 men working during the month, while the Local Union has 127 members. At Mine No. 33, 116 men are reported working, while the local Union numbers 205; and Mine No. 29 credits 73 with work out of 190 men in the Local Union. If all the men had worked the average wages for the month would be \$47.87.

"Neither is it told in this published statement," said Mr. O'Connor, "that the Consolidated Company owns five big company stores and nearly all the houses in Wilfred, Sinclair, Star City, Kellar, Hymera, and Glendora, and that the miners have to live in the company's houses and trade at the company's stores. They have to pay from \$6 to \$8 a month for the houses and \$1.75 a keg for all the powder used, and all the money goes to the company. When this expense and the living expenses are taken out of the month's wages the average man has nothing left. When they talk about the big money they lose sight of the fact that President Mitchell has issued a statement that all of the miners are willing to go back to work if they are guaranteed \$50 a month wages. Then, again, they figure only on a few of the best miners, and make no mention of the day men who get only \$2.43 per day, and the 'top' men who are paid \$1.81 1/2."

President O'Cennor stated that while the miners did draw heavy pay on the last pay day of the 1904 contract, the publishing of the figures is misleading to the public, because it did not state all the facts. Taking the report of the State Statistician for 1904 as a basis of reckoning, Mr. O'Connor said that, according to this report, the miners of Indiana during that year made an average of \$528.63. Taking 313 working days a year, the number in which the miners are employed, if they dig coal every working day in the year the average daily wage for 1904 was \$1.68 a day.

"The report for 1904, said Mr. O'Connor, "can be taken for 1905 as well. From this average daily wage must be deducted the price of oil and powder, which are included in the actual cost to the miner of mining the coal. Then there are whole towns in Indiana owned by the operators where the miner is compelled to pay \$98 a year rent. There are places in Indiana where it costs the miner 17 cents for each ton of coal he loads. Of course these are exceptional cases. Thus it will be seen the figures of the State Statistician do not bear out the statement that the miners are getting rich."

After three weeks' session the following scale was finally adopted:

#### TERRE HAUTE AGREEMENT.

Arranged and adopted by and between the United Mine Workers of District 11 and the Indiana Bituminous Coal Operators' Association, effective during the scale years from June 8, 1906, to April 1, 1908.

It is hereby agreed:

Section 1. That the bituminous coal district of Indiana shall pay fifty-five cents (55 cents) per ton for all mine-run coal loaded and shipped as such. All other coal mined in that district shall be passed over regulation screen and be paid for at the rate of ninety cents (90 cents) per ton of two thousand (2,000) pounds for screened lump.

The standard height of coal in Indiana shall be 3 feet 3 inches in mines opened prior to April 1, 1901, and in mines opened since April 1, 1901, the standard height shall be 3 feet 6 inches. All coal less than 3 feet 3 inches in thickness and over 2 feet 9 inches the price shall be 98 cents per ton for screened lump coal and 64 cents per ton for mine-run coal. All coal less than 2 feet 9 inches and down to 2 feet 6 inches the price shall be 106 cents per ton for screened lump coal and 65 cents per ton for mine-run coal.

Sec. 2. That the screen hereby adopted for the bituminous district of Indiana shall be uniform in size, six (6) feet wide by twelve (12) feet long, built of flat or Akron-shaped bar, of not less than five-eighths (8)

of an inch surface, with one and one-fourth (1½) inches between bars, free from obstructions, and that such screen shall rest upon a sufficient number of bearings to hold the bars in proper position.

#### MACHINE MINING.

Sec. 3. Price per ton for machine mining for punching machine.

Vandalia track and north thereof:

Screened Lump—Runner, 11½ cents; helper, 10½ cents; loading, shooting and timbering, 50 cents. Total, 72 cents.

Run of Mine—Runner, 7½ cents; helper, 7 cents; loading, shooting and timbering, 30½ cents. Total, 45 cents.

South of Vandalia track:

Screened Lump—Runner, 10½ cents; helper, 9 3/10 cents; loading, shooting and timbering, 52 2/10 cents. Total, 72 cents.

Run of Mine—Runner, 6 6/10 cents; helper, 6 1/10 cents; loading, shooting and timbering, 32 3/10 cents. Total, 45 cents.

#### FOR CHAIN MACHINE.

Screened Lump—Runner, 6½ cents; helper, 6½ cents; loading, shooting and timbering, 56 cents. Total, 68½ cents.

Run of Mine—Runner, 4 cents; helper, 4 cents; loading, shooting and timbering, 34½ cents. Total, 42½ cents.

Machine shovels shall be furnished by the operators, but when replaced the old shovels must be returned, and in case of careless breaking or destruction the helper shall pay for the shovel so destroyed.

#### DAY WORK FOR PUNCHING MACHINES.

Machine work when paid for by the day shall be for machine runner.\$3 17  
Helper ..... 2 56

#### DAY WORK, CHAIN OR CUTTER BAR MACHINE.

When paid for by the day shall be for machine runner.....\$3 01  
Helper ..... 3 01

Day work by machines shall apply only to opening new mines and defective work, such as horse backs, etc.

#### YARDAGE AND ROOM TURNING.

Sec. 4. Pick mining yardage.

Narrow entries 7 to 9 feet wide, \$1.86½ per yard.

Wide entries 12 feet wide, \$1.16½ per yard.

Wide entries shall not be more than 13 feet nor less than 11 feet. In the event of a 10 or 11 feet entry being demanded by the operator, narrow entry prices shall be paid, if 14, 15, 16 or 17 feet entries are demanded, the wide price shall be paid.

The right of the operators to drive an 18-foot room when necessary shall not be questioned.

## MACHINE MINING YARDAGE.

In entries 7 to 9 feet wide.....\$1 34  
 In entries 12 feet wide,  $\frac{1}{2}$  of price of narrow entries, or..... 83 $\frac{1}{2}$

Narrow work after punching machines shall be sheared when demanded by the operator. Narrow work after the chain machine must be done in a workmanlike manner.

## BREAK THROUGHS—PICK MINES.

Break throughs between entries shall be paid for at entry prices. Break throughs between rooms, when sheared or blocked, shall be paid for at entry prices, but no break throughs shall be driven without consent of the operators. Nothing herein shall interfere with the law governing break throughs.

## BREAK THROUGHS—MACHINE MINES.

Break throughs between entries, same as entry prices. Break throughs between rooms shall be paid for at the same price when similarly driven.

## ROOM TURNING—PICK MINES.

Room turning .....\$4 50

Room necks to be driven 12 feet in and widened at an angle of 45 degrees when so desired by the operator. Any distance in excess of above shall be paid for proportionately, but no room neck shall exceed 15 feet. When room necks are driven 12 feet wide the price shall be  $\frac{1}{2}$  of regular price, or \$2.81 $\frac{1}{2}$ .

## ROOM TURNING—MACHINE MINES.

Room turning .....\$3 37 $\frac{1}{2}$

Room necks to be driven 12 feet in and widened at an angle of 45 degrees when so desired by operators. Any distance in excess of above shall be paid for proportionately, but no room neck shall exceed 15 feet. When room necks are driven 12 feet wide, price shall be  $\frac{1}{2}$  of regular price, or \$2.10.

Yardage in machine mines shall be divided as follows:

In narrow entries and narrow break throughs between entries in chain machine mines the loader shall receive 1.18 cents per yard, and the machine runner and helper each 8 cents per yard, and in wide entries the same proportion. In entries and break throughs between entries in punching machine mines the loaders shall receive 1.14 cents per yard and the runner and helper each 10 cents per yard, except where coal is sheared, in which case runner and helper shall receive all the yardage.

Where machines are worked by the day the loaders shall receive all the yardage.

The price for mining herein agreed to for pick and machine work shall include all labor necessary to cut the coal, drill and blast the same, load it on the miner's car and properly care for and timber the miner's working place, and no division of the scale shall carry any exception to this rule. In case a miner fails to properly timber, shoot and care for his

working place so that any of the company's property is injured, the miner whose fault has occasioned such damage shall repair the same without compensation. Provided, however, that where shot firers are employed and partially paid by the company the condition shall continue during the life of this agreement.

#### BLACKSMITHING.

Price of blacksmithing shall be 14 cents on the dollar. Sharpening shall be done in a workmanlike manner, and men shall not have to wait for their tools.

The blacksmith's wages shall be \$2.94 per day of nine hours at all mines north of the B. & O. S. W. R. R.

In addition to his ordinary duties he shall do any other labor required of him by the mine management. Provided, however, that he shall receive his regular wages therefor.

#### DAY LABOR.

Sec. 5. The wages of inside day labor shall be \$2.56 per day of eight hours where and when men are employed, except as herein provided.

The wages of spike team drivers shall be \$2.80 per day. The drivers shall take their mules to and from the stables, and the time required in so doing shall not include any part of the day's labor, their work beginning when they reach the change at which they receive empty cars, but in no case shall a driver's time be docked while he is waiting for such cars at the point named.

The wages of motormen shall be \$3.01 per day, and trappers \$1.13 per day.

All day laborers working at the mines, excepting weighmasters, head flat trimmer, dumper, fire bosses and boss drivers, who shall be regarded strictly as company men, shall be recognized as members of the U. M. W. of A. In emergencies or in the absence of any regular employee the right of the operator to employ men not members of the U. M. W. of A. for outside day labor shall not be questioned. Any and all flat trimmers shall dock for dirty coal.

The wages of outside men, except as herein provided, shall be \$2.02 per day of eight hours on and north of the B. & O. S. W. R. R.

South of the B. & O. S. W. R. R. the wages shall be advanced 5 87/100 per cent.

All day men shall at all times do and perform any and all kinds of labor required by them by the mine management. Provided, however, that on idle days men shall have an equal division of the work they usually perform when the mine hoists, and where men are employed as drivers, cagers and motormen they shall have an equal share of all extra work, such as cleaning roads, getting in rails, timber or any other work required of them when the same does not interfere with the work of other men.

In the absence of any driver, any miner who can drive shall be expected to do so when requested. Any miner leaving his place to drive shall be permitted to load one car for that day. Provided, however, that no miner shall be permitted to make up more than one car in any one week.

## DEAD WORK.

Sec. 6. It is agreed that the company shall have the working places as dry as local conditions will permit, and said working places shall be in working condition at time of starting work in the morning. If any company shall fail to have said working places dry or reasonably so one hour after starting time two successive days the company shall, if said failure is traceable to neglect or carelessness of the company's agent, give miner or miners so affected other work or pay him or them for time so lost.

The question of slate in or over the coal shall be and is regarded a local question to be taken up and adjusted by the methods provided in the annual Terre Haute agreement for the settlement of disputes: Provided, however, That established usages and prevailing conditions shall not be changed except in new mines where they have not been considered and adjusted.

Where bottom coal is excessively hard to take up the operator shall have the option. If he demands that it be taken up he shall pay extra therefor: Provided, That where coal so left shall exceed 4 inches in thickness it shall be taken up by the loaders and paid for by the machine men, but this shall not apply when caused by sulphur, boulders, rock or any unusual condition. And whenever there shall arise a dispute between any loader and boss or committee and boss as to whether the bottom coal in any room is "excessively hard," the company interested shall select a man who shall take up one-third of such bottom coal, and if by such test it requires more than forty minutes to take up all the bottom coal in such room then the loader shall be paid at the rate of 32 cents per hour for such time so required in excess of forty minutes. This is to apply to the No. 4 vein of Linton coal.

In mines where it is necessary to remove top or bottom in working places, commonly known as brushing, the following scale shall be paid:

When necessary to shoot a top or bottom in entries 9 inches in thickness, 45 cents per yard, and 5 cents per inch per yard for any additional thickness. In rooms where necessary to shoot 9 inches in thickness, 36 cents per yard, and for each additional inch 4 cents.

When brushing is necessary and can be done without shooting, the price in entries shall be 4 cents per inch per yard, and in rooms 3 cents per inch per yard.

No brushing shall be done or paid for without ordered and amount specified by the mine boss. The miner doing the brushing in entries shall load or "gob" the same as directed by the mine boss. In rooms the miner shall "gob" the refuse. Brushing shall be six feet wide in entries and five feet wide in rooms.

## ENGINEERS' WAGES AND THEIR DUTIES.

Sec. 7. The engineers' wages shall be:

First engineer .....	\$84 37
Second engineer .....	73 13
Third engineer .....	67 50

Eight hours shall constitute a day's work, but the engineers shall, outside of regular hours, hoist and lower the men, and in addition shall perform all the duties which necessarily and usually pertain and belong to an engineer's position, and shall not receive any extra pay therefor. It is agreed further that no hoisting engineer shall be subjected to the interference or dictates of the mine committee nor the local unions, but all the differences between the engineer and his employer shall be adjusted by the officers of the U. M. W. of A. and employer interested.

In case of either local or general suspension of mining, either at the expiration of this contract or otherwise, the engineers shall not suspend work, but shall, when mining is suspended, fully protect all the company's property under their care, and operate fans and pumps, and lower and hoist such men, mules and supplies as may be required, and any and all coal required to keep up steam at the company's coal plants, but it is understood and agreed that the operators will not ask them to hoist any coal produced for sale on the market, and there shall be no change in engineers' wages during the suspension.

All hoisting engineers at pick mines shall do the firing where the production does not exceed 300 tons of coal per day, and at machine mines in process of development until the production shall have reached 200 tons per day. Engineers shall do the firing on idle days at the option of the operator, except when dynamos or compressors are being run to furnish power to operate mining machines to cut coal, but the services of the firemen shall not be dispensed with where a mine ceases hoisting coal in the midst of a shift.

The wages of firemen shall be: Per day of 10 hours, \$2.45; per month, \$65; per night of 12 hours, \$2.35; per month, \$63.50. The day firemen shall do and perform any service required of them by the mine management, and shall be entitled to an equal division of labor with other outside day men on idle days at such labor as they are competent to perform.

The night fireman, or watchman, in addition to his other duties shall be responsible for the pumps within a distance of 250 feet from the main shaft bottom, and shall go into the mine when necessary to start them.

#### GENERAL.

Sec. 8. When the coal is paid for mine-run it shall be mined in as good condition as when paid for on a screened lump basis, and when loaded on the miner's car it shall as nearly as possible be free from slate, bone coal or other impurities, and if any miner shall load impurities in such quantities as to indicate knowledge and intent he shall be discharged. In case of dispute the impurities shall be kept until the case has been disposed of.

Wages shall be paid semimonthly on or before the 10th and 25th of each month.

Day work shall be done on idle days, and in case of emergency on overtime.

The time of beginning work in the morning and the length of intermission at noon shall be considered a local question which must be so arranged as to secure eight hours work per day.

The duties of the mine committee shall be confined to the adjustment of disputes between the mine boss or superintendent and any of the members of the United Mine Workers of America working in and around the mines. The mine committee shall have no other authority, nor exercise any other control, nor in any way interfere with the operation of the mine, and for violation of this agreement the committee or any member thereof shall be discharged.

It is agreed that if any differences arise between an employer or employee in or about the mines an attempt shall be made to adjust the same by the person or persons affected, with the company's representative in immediate charge. If they fail to agree the question shall be referred to the mine boss and mine committee. If they fail to agree it shall be referred to the district officers of the U. M. W. of A. and officers of the Indiana Bituminous Coal Operators' Association. If they fail to agree it shall be referred to the executive committees of the two associations: Provided, That nothing in this clause shall prevent the district officers from taking up for adjustment any dispute with the officers of the company affected.

That pending negotiations the miners shall not cease work because of any dispute, and an agreement reached at any stage of the proceedings shall be binding on both parties thereto, and not subject to review or revision of any other party or branch of either association.

That under no circumstances will the operators recognize or treat with a mine committee or any representative of the United Mine Workers of America during the suspension of work contrary to this agreement. No restriction shall be placed on the amount of coal which machines may mine, nor upon the number of places in which machines may cut, nor upon the number of loaders that may work after one machine, nor upon the amount of narrow work that any machine runner may be required to do, nor upon the number of cars that any miner may load in any specified time.

The operators shall have the privilege of working a night shift for cutting coal with machines. All men so employed shall be paid 28 cents for each eight hours' work at night in addition to the scale price per ton.

Work on driving entries and drawing pillars may be by double shift at the option of the operator.

This contract shall in no case be set aside because of any rules of any local union of the U. M. W. of A. Nor shall there be any rules made controlling or affecting the operations of the mines, nor shall any change be made in accepted rules without the operators and miners first consulting and agreeing thereto.

All local rules in violation of this contract shall be null and void, and no local union nor group of local unions shall pass any rules in violation, neither shall any company enforce any rule in violation of this contract.

Coal may be dumped as slowly as the operator may find necessary to thoroughly screen it, even if the car is brought to a stop, but it shall not be dumped in such a way as to throw the coal over the car door or unnecessarily break it.

Any miner knowing his place to be unsafe shall protect same without delay and shall go into the mine for that purpose outside of regular hours and on idle days.

Men shall work double in wide entries, at option of operator, in developing the mine or for running entries for the purpose of increasing production.

Where three places are now given to two loaders the custom shall continue.

No more than three places for two men nor two places for one man shall be allowed. In mines where the coal averages 6 feet high or over rooms 30 feet wide or over equipped with two tracks shall be considered double places, and two loaders may be limited to two such places.

In Sullivan County where men work double in two rooms 25 to 30 feet wide, with track up the center, the custom shall continue.

Whenever a new mine is opened it shall be governed by the same rules existing in other contiguous mines in the same vein of coal.

The price of powder per keg shall be \$1.75. The miners agree to purchase the powder from their operators, provided it is furnished of standard grade and quality, that to be determined by the operators and expert miners jointly where there is a difference.

At all mines where coal companies deliver powder in the miner's working place such delivery shall be regarded only as an accommodation, and the company shall not be responsible for same after it leaves the magazine, but in the event of kegs being broken or powder being caked powder shall be replaced.

All local rules regarding the number of cars required above the tipple south of the Vandalia are hereby abolished, and in lieu of which it is agreed that the operators shall blow the whistle at 8 o'clock in the evening when intending to work the following day, and again at 5 o'clock in the morning if cars are there or promised by the railroad company to be there by 7 o'clock, or starting time.

If the company blows the whistle at 5 o'clock a. m. without the promise of cars, and the miners report for work at 7 a. m., or starting time, and there are no cars the company shall pay to the local union a fine of \$25.

The U. M. W. of A. shall have no jurisdiction nor exercise any control over construction work, such as the erection of tipples or mine buildings, scales, machinery or screening apparatus necessary to hoist and prepare coal.

Where dirt must be removed to prepare pillars the miner shall be paid as agreed upon by miner and mine boss or company to remove same.

Any employe absenting himself from work three days without a reasonable excuse or having notified the mine manager and obtained his consent may be discharged.

All miners shall put down their points and last pair of rails in their working places, and shall nail one end of same, but are not expected to tie and permanently lay their road.

The chief electrician shall be exempted from control of mine committee or local union, but in case of any dispute between him and the company the district officers shall adjust the same with officers of company involved.

Where any company operates more than one mine on the same line of road and in the same vein of coal, the work between the respective mines shall be as nearly as business conditions will permit equally divided.

All machine men shall work on idle days, at operators' option, to make up time lost on previous working day.

Every miner shall be given an opportunity to load an equal turn with every other miner doing the same class of mining. Where pick and machine miners are working in the same mine the turn shall be in proportion to the ratio between pick mining prices and machine loading prices.

The check weighman shall furnish the boss driver or mine boss from day to day a turn sheet, and he shall cause the turn to be regulated: Provided further, That no run or entry in machine mines shall be permitted to get more than five cars in advance of another run or entry, and in pick mines not more than two cars, except in case of accident.

It is further agreed that the operators shall offer no objection to the check-off for the check weighman and for dues for the U. M. W. of A., provided that no check-off shall be made against any person until he shall have first given his consent in writing to his employer. This applies to all day work as well as miners.

It is agreed that when wipers come out or stay out of the mine for the purpose of redressing a grievance, real or supposed, thus entirely or partially shutting down mine or mines contrary to agreement, each employe so ceasing or refraining from work shall be fined in the sum of one dollar per day during such shut-down. The fine thus assessed shall be deducted from each person so offending through the pay roll, and this agreement is the company's authority for making such deduction.

All money collected as fines shall be divided equally between District No. 11, U. M. W. of A., and the Indiana Bituminous Coal Operators' Association.

It is agreed that in the event of an inside employe being wrongfully discharged and it is so discovered by methods herein provided, and by the same methods is reinstated he shall be paid for time lost at the rate per day prevailing for inside day labor; provided, however, that the company shall have the option of permitting the accused to continue at work pending the investigation, and the same shall apply to outside day laborers, except the outside day labor scale shall be paid.

Except in case of fatal accidents in the mine the mine shall in no case be thrown idle because of any death or funeral; in the event of a fatal accident in the mine the employes may discontinue work for the remainder of the day, but work, at the option of the operator, shall be resumed the day following and continue thereafter. Nothing herein shall be construed to prevent an employe from absenting himself from work to attend the funeral of a fellow employe or member of his family.

In consideration of the observance of the above rule and the enforcement of same it is agreed that the following schedule of death benefits shall be paid to all parties entitled to receive the same:

For a man, \$50; for an employe's wife, \$50; for any member of the family over the age of fourteen years, excepting married children, \$35; the company to pay one-half of the above amounts and the local union the remainder: Provided, however, That in the event of the mine being thrown idle on the day of any funeral by reason of an insufficient number of men reporting for work, then the company shall not be expected to pay any part of the amounts herein named.

That the above scale is based upon an eight-hour workday; that it is definitely understood that this shall mean eight hours work at the face, exclusive of the noon time, six days in the week, and that no local ruling shall in any way deviate from this agreement or impose conditions affecting the same, but any class of day labor may be paid at the option of the operator for the number of hours and fraction thereof actually worked at the hour rate, based on one-eighth of the scale rate per day: Provided, That when men go into the mine in the morning they shall be entitled to two hours' pay whether the mine works or not, excepting in event of a mine being closed down by action of any member or members of the U. M. W. of A. the two hours' pay shall be forfeited.

Signed this 8th day of June, 1906.

In behalf of the Indiana Bituminous Coal Operators' Association:

J. C. KOLSEM, President.  
P. H. PENNA, Secretary.

In behalf of the miners:

WELLINGTON O'CONNOR,  
President District 11, U. M. W. of A.  
J. H. KENNEDY,  
Sec.-Treas. District 11, U. M. W. of A.

Attest:

W. B. WILSON, International Secretary-Treasurer U. M. W. of A.

#### **SOUTH BEND PAPER BAG COMPANY.**

A lockout occurred among the employes of the Paper Bag Manufacturing Company of South Bend, on Saturday, September 15, which for a week involved fifty men and women. They were accustomed to begin work at 6:30 a. m. and at 12:50 p. m., the extra time on a ten-hour day being intended for a half-holiday on Saturday. This method gave satisfaction during the summer, but at noon on the date indicated the employes were notified that it would be discontinued, and that the Saturday half-holiday was to be discontinued.

The order did not apply to the machinists, twelve of whom were employed by the company, hence they did not report for duty on the afternoon of the day mentioned, but took their accustomed half-holiday. This action was contagious, and at 2 o'clock on the day of the strike twenty-two girls ceased work and walked out. On the following Monday morning the machinists returned to work, but the girls were discharged and told to report at the office of the company for their time.

When the machinists were informed of this action on the part of the company they determined the girls should not be alone, and struck through sympathy. Subsequently a conference was held and explanations were offered, but nothing would be accepted by the company. The employers told the machinists they could return as individuals and ask for their positions. The locked-out girls and most of the machinists were unorganized, and but two of the machinists belonged to the local union, but these did not try to influence the rest of their co-workers. They refused the terms of the employers, and the services of others were secured later on.

The girls were also defeated in their efforts to retain their Saturday half-holiday and lost their strike.

#### BOTTLE BLOWERS, GREENFIELD.

On Monday, October 15, fifty bottle blowers employed at the C. S. Townsend Glass Factory, Greenfield, Hancock County, struck against a 40 per cent. reduction in wages.

On the previous Saturday they were notified that a reduction would take place, and it was at this time they resolved to resist it. To the Labor Commission the statement was made by a representative of the company that the natural gas used in the manufacture of glass had been furnished by a local company under a contract which had recently expired. Upon renewal of contract the price had been advanced more than 60 per cent. This advance, it was claimed, forced the company to either make a reduction in wages, operate the factory at a loss, or suspend operations. The former course was chosen. The company claimed to have offered to share equally in the loss sustained by the advance of the price of gas, and that the offer was rejected.

The workmen claimed the demand was made for a reduction of 3 cents a gross for blowing catsup bottles, which, they claimed, amounted to a loss to them of from 65 to 85 cents a day.

They also claimed that the demand for a reduction was doubly unreasonable for the reason that they had been receiving fully 25 per cent. less than other blowers in the same line. They also claimed that the company took advantage of the fact that they were nonunion men to enforce a reduction that would not have been attempted if they had an organization to back them.

Arbitration was refused by both sides—by the company because it claimed there were five or six of the blowers who were personally objectionable and whom they did not want to employ. The workmen rejected arbitration because they wished to join the Glass Blowers' Union and seek employment where wages were more remunerative. A few returned to their old jobs, other workmen were procured and the factory resumed operations.

## APPENDIX.

### LAW CREATING INDIANA LABOR COMMISSION.

#### CHAPTER CXXVIII.

AN ACT providing for the creation of a Labor Commission, and defining its duties and powers, and providing for arbitrations and investigations of labor troubles; and repealing all laws and parts of laws in conflict with this act.

[S. 228. Approved February 28, 1899.]

Section 1. That there shall be, and is hereby created a commission to be composed of two electors of the State, which shall be designated the Labor Commission, and which shall be charged with the duties and vested with the powers hereinafter enumerated.

Sec. 2. The members of said Commission shall be appointed by the Governor, by and with the advice and consent of the Senate, and shall hold office for four years and until their successors shall have been appointed and qualified. One of said Commissioners shall have been for not less than ten years of his life an employe for wages in some department of industry in which it is usual to employ a number of persons under single direction and control, and shall be at the time of his appointment affiliated with the labor interest, as distinguished from the capitalist or employing interest. The other of said Commissioners shall have been for not less than ten years an employer of labor for wages in some department of industry in which it is usual to employ a number of persons under single direction and control, and shall be at the time of his appointment affiliated with the employing interest as distinguished from the labor interest. Neither of said Commissioners shall be less than forty years of age; they shall not be members of the same political party, and neither of them shall hold any other State, county or city office in Indiana during the term for which he shall have been appointed. Each of said Commissioners shall take and subscribe an oath, to be endorsed upon his commission, to the effect that he will punctually, honestly and faithfully discharge his duties as such Commissioner.

Sec. 3. Said Commission shall have a seal and shall be provided with an office at Indianapolis, and may appoint a Secretary who shall be a skillful stenographer and typewriter, and shall receive a salary of six hundred dollars per annum and traveling expenses for every day spent in the discharge of duty away from Indianapolis.

Sec. 4. It shall be the duty of said Commissioners upon receiving creditable information in any manner of the existence of any strike, lock-out, boycott, or other labor complication in this State, to go to the place where such complication exists, put themselves into communication with

the parties to the controversy and offer their services as mediators between them. If they shall not succeed in effecting an amicable adjustment of the controversy in that way they shall endeavor to induce the parties to submit their difference to arbitration, either under the provisions of this act or otherwise, as they may elect.

Sec. 5. For the purpose of arbitration under this act, the Labor Commissioners and the Judge of the Circuit Court of the county in which the business in relation to which the controversy shall arise, shall have been carried on, shall constitute a Board of Arbitrators, to which may be added, if the parties so agree, two other members, one to be named by the employer and the other by the employes in the arbitration agreement. If the parties to the controversy are a railroad company and employes of the company engaged in the running of trains, any terminal, within this State, of the road, or of any division thereof, may be taken and treated as the location of the business within the terms of this section for the purpose of giving jurisdiction to the Judge of the Circuit Court to act as a member of the Board of Arbitration.

Sec. 6. An agreement to enter into arbitration under this act shall be in writing, and shall state the issue to be submitted and decided, and shall have the effect of an agreement by the parties to abide by and perform the award. Such agreement may be signed by the employer as an individual, firm or corporation, as the case may be, and the execution of the agreement in the name of the employer by any agent or representative of such employer then and theretofore in control or management of the business or department of business in relation to which the controversy shall have arisen, shall bind the employer. On the part of the employes, the agreement may be signed by them in their own person, not less than two-thirds of those concerned in the controversy signing, or it may be signed by a committee by them appointed. Such committee may be created by election at a meeting of the employes concerned in the controversy at which not less than two-thirds of all such employes shall be present, which election and the fact of the presence of the required number of employes at the meeting shall be evidenced by the affidavit of the chairman and secretary of such meeting attached to the arbitration agreement, but any employe concerned in any such controversy shall be accorded a hearing before such Board. If the employes concerned in the controversy, or any of them, shall be members of any labor union or workingmen's society, they may be represented in the execution of said arbitration agreement by officers or committeemen of the union or society designated by it in any manner conformable to its usual methods of transacting business, and others of the employes represented by committee as hereinbefore provided.

Sec. 7. If upon any occasion calling for the presence and intervention of the Labor Commissioners under the provisions of this act, one of said Commissioners shall be present and the other absent, the Judge of the Circuit Court of the county in which the dispute shall have arisen, as defined in section five, shall upon the application of the Commissioners present, appoint a Commissioner pro tem. in the place of the absent Commissioner, and such Commissioner pro tem. shall exercise all the powers of a Commissioner under this act until the termination of the duties of

the Commission with respect to the particular controversy upon the occasion of which the appointment shall have been made, and shall receive the same pay and allowances provided by this act for the other Commissioners. Such Commissioner pro tem. shall represent and be affiliated with the same interests as the absent Commissioner.

Sec. 8. Before entering upon their duties the arbitrators shall take and subscribe an oath or affirmation to the effect that they will honestly and impartially perform their duties as arbitrators and a just and fair award render to the best of their ability. The sittings of the arbitrators shall be in the court room of the Circuit Court, or such other place as shall be provided by the County Commissioners of the county in which the hearing is had. The Circuit Judge shall be the presiding member of the board. He shall have power to issue subpoenas for witnesses who do not appear voluntarily, directed to the Sheriff of the county, whose duty it shall be to serve the same without delay. He shall have power to administer oaths and affirmations to witnesses, enforce order, and direct and control the examinations. The proceedings shall be informal in character, but in general accordance with the practice governing the Circuit Courts in the trial of civil causes. All questions of practice, or questions relating to the admission of evidence shall be decided by the presiding member of the Board summarily and without extended argument. The sitting shall be open and public, or with closed doors, as the Board shall direct. If five members are sitting as such Board three members of the Board agreeing shall have power to make an award, otherwise two. The Secretary of the Commission shall attend the sittings and make a record of the proceedings in shorthand, but shall transcribe so much thereof only as the Commission shall direct.

Sec. 9. The arbitrators shall make their award in writing and deliver the same with the arbitration agreement and their oath as arbitrators to the Clerk of the Circuit Court of the county in which the hearing was had, and deliver a copy of the award to the employer, and a copy to the first signer of the arbitration agreement on the part of the employes. A copy of all the papers shall also be preserved in the office of the Commission at Indianapolis.

Sec. 10. The Clerk of the Circuit Court shall record the papers delivered to him as directed in the last preceding section, in the order book of the Circuit Court. Any person who was a party to the arbitration proceedings may present to the Circuit Court of the county in which the hearing was had, or the Judge thereof in vacation, a verified petition referring to the proceedings and the record of them in the order book and showing that said award has not been complied with, stating by whom and in what respect it has been disobeyed. And thereupon the Court, or Judge thereof in vacation, shall grant a rule against the party or parties so charged, to show cause within five days why said award has not been obeyed, which shall be served by the Sheriff as other process. Upon return made to the rule the Judge or Court, if in session, shall hear and determine the questions presented and make such order or orders directed to the parties before him in personam, as shall give just effect to the award. Disobedience by any party to such proceedings of any order so made shall be deemed a contempt of the court and may be punished

accordingly. But such punishment shall not extend to imprisonment except in case of willful and contumacious disobedience. In all proceedings under this section the award shall be regarded as presumptively binding upon the employer and all employees who were parties to the controversy submitted to arbitration, which presumption shall be overcome only by proof of dissent from the submission delivered to the arbitrators, or one of them, in writing before the commencement of the hearing.

Sec. 11. The Labor Commission, with the advice and assistance of the Attorney-General of the State, which he is hereby required to render, shall make rules and regulations respecting proceedings in arbitrations under this act not inconsistent with this act or the law, including forms, and cause the same to be printed and furnished to all persons applying therefor, and all arbitration proceedings under this act shall thereafter conform to such rules and regulations.

Sec. 12. Any employer and his employes, between whom differences exist which have not resulted in any open rupture or strike, may of their own motion apply to the Labor Commission for arbitration of their differences, and upon the execution of an arbitration agreement as hereinbefore provided, a Board of Arbitrators shall be organized in the manner hereinbefore provided, and the arbitration shall take place and the award be rendered, recorded and enforced in the same manner as in arbitrations under the provisions found in the preceding sections of this act.

Sec. 13. In all cases arising under this act requiring the attendance of a Judge of the Circuit Court as a member of an Arbitration Board, such duty shall have precedence over any other business pending in his court, and if necessary for the prompt transaction of such other business it shall be his duty to appoint some other Circuit Judge, or Judge of a Superior or the Appellate or Supreme Court to sit in the Circuit Court in his place during the pendency of such arbitration, and such appointee shall receive the same compensation for his services as is now allowed by law to Judges appointed to sit in case of change of Judge in civil actions. In case the Judge of the Circuit Court, whose duty it shall become under this act to sit upon any Board of Arbitration, shall be at the time actually engaged in a trial which can not be interrupted without loss and injury to the parties, and which will in his opinion continue for more than three days to come, or is disabled from acting by sickness or otherwise, it shall be the duty of such Judge to call in and appoint some other Circuit Judge, or some Judge of a Superior Court, or the Appellate or Supreme Court, to sit upon such Board of Arbitrators, and such appointed Judge shall have the same power and perform the same duties as member of the Board of Arbitration as are by this act vested in and charged upon the Circuit Judge regularly sitting, and he shall receive the same compensation now provided by law to a Judge sitting by appointment upon a change of Judge in civil cases, to be paid in the same way.

Sec. 14. If the parties to any such labor controversy as is defined in section four of this act shall have failed at the end of five days after the first communication of said Labor Commission with them to adjust their differences amicably, or to agree to submit the same to arbitration,

it shall be the duty of the Labor Commission to proceed at once to investigate the facts attending the disagreement. In this investigation the Commission shall be entitled, upon request, to the presence and assistance of the Attorney-General of the State, in person or by deputy, whose duty it is hereby made to attend without delay, upon request by letter or telegram from the Commission. For the purpose of such investigation the Commission shall have power to issue subpoenas, and each of the Commissioners shall have power to administer oaths and affirmations. Such subpoena shall be under the seal of the Commission and signed by the Secretary of the Commission, or a member of it, and shall command the attendance of the person or persons named in it at a time and place named, which subpoena may be served and returned as other process by any Sheriff or Constable in the State. In case of disobedience of any such subpoena, or the refusal of any witness to testify, the Circuit Court of the county within which the subpoena was issued, or the Judge thereof in vacation, shall, upon the application of the Labor Commission, grant a rule against the disobeying person or persons, or the person refusing to testify, to show cause forthwith why he or they should not obey such subpoena, or testify as required by the Commission, or be adjudged guilty of contempt, and in such proceedings such court, or the Judge thereof in vacation, shall be empowered to compel obedience to such subpoena as in the case of subpoena issued under the order and by authority of the court, or to compel a witness to testify as witnesses in court are compelled to testify. But no person shall be required to attend as a witness at any place outside the county of his residence. Witnesses called by the Labor Commission under this section shall be paid \$1 per diem fee out of the expense fund provided by this act, if such payment is claimed at the time of their examination.

Sec. 15. Upon the completion of the investigation authorized by the last preceding section, the Labor Commission shall forthwith report the facts thereby disclosed affecting the merits of the controversy in succinct and condensed form to the Governor, who, unless he shall perceive good reason to the contrary, shall at once authorize such report to be given out for publication. And as soon thereafter as practicable, such report shall be printed under the direction of the Commission and a copy shall be supplied to any one requesting the same.

Sec. 16. Any employer shall be entitled, in his response to the inquiries made of him by the Commission in the investigation provided for in the two last preceding sections, to submit in writing to the Commission a statement of any facts material to the inquiry, the publication of which would be likely to be injurious to his business, and the facts so stated shall be taken and held as confidential, and shall not be disclosed in the report or otherwise.

Sec. 17. Said Commissioners shall receive a compensation of eighteen hundred dollars each per annum, and actual and necessary traveling expenses while absent from home in the performance of duty, and each of the two members of a Board of Arbitration chosen by the parties under the provisions of this act shall receive five dollars per day compensation for the days occupied in service upon the Board. The Attorney-General, or his deputy, shall receive his necessary and actual traveling expenses

while absent from home in the service of the Commission. Such compensation and expenses shall be paid by the Treasurer of State upon warrants drawn by the Auditor upon itemized and verified accounts of time spent and expenses paid. All such accounts, except those of the Commissioners, shall be certified as correct by the Commissioners, or one of them, and the accounts of the Commissioners shall be certified by the Secretary of the Commission.

Sec. 18. For the payment of the salary of the Secretary of the Commission, the compensation of the Commissioners and other arbitrators, the traveling and hotel expenses herein authorized to be paid, and for witness fees, stationery, postage, telegrams and office expenses there is hereby appropriated out of any money in the Treasury not otherwise appropriated, the sum of five thousand dollars for the year 1901 and five thousand dollars for the year 1902.

Sec. 19. All laws and parts of laws conflicting with any of the provisions of this act are hereby repealed.

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